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AZ CORP COMM
AZ CORP COMMISSION Director Utilities
DOCKET CONTROL

July 23, 2007

Mr. John Bostwick
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Re: Staff's Letter of Insufficiency and Second Set of Data Requests to Matrix Telecom, Inc. d/b/a Matrix Business Technologies, Docket No. ~~T-0322SA-06-0800~~

T-03228A-06-0800

Dear Mr. Bostwick:

In accordance with your second set of data requests in the above referenced docket, Matrix Business Technologies ("Matrix") provides the following:

JFB 2-1 Please be advised that a new internal process has been put in place to handle confidentially agreements concerning the submission of financial information by the Applicant. Please prepare and file a letter describing in detail the reasons that your financial information should be kept confidential or have a protective agreement. This letter will be presented at the Policy/Recommendation Meeting. At the meeting the Director of the Utilities Division and Staff will the specific need for confidentially treatment of the Applicant's financial information. Also, please be advised that Staff cannot issue a Staff Report without disclosing the Applicant's net income/loss, total assets, and equity for the most recent calendar year.

Acknowledged. Please see Attachment "A", a request for confidential treatment that is being filed concurrently with this response.

JFB 2-2 You have indicated that you want to provide facilities-based local exchange telecommunications services in Arizona. Please answer the set of questions JFB2-3 through JFB2-6. Also, please be advised that Staff cannot issue a Staff Report without an evaluation of the Applicant's proposed tariffs for facilities-based local exchange telecommunications services in Arizona.

Please see responses to JFB2-3 through JFB2-6 below.

Arizona Corporation Commission
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JFB 2-3 Please explain how your company calculated the actual maximum and actual minimum rates that will be contained in your tariff for facilities-based local exchange telecommunications services.

Matrix Telecom, Inc. d/b/a Matrix Business Technologies ("Matrix") acquired the customer base of Global Crossing in late 2005 and Trinsic Communications, Inc. in 2007. Matrix calculated its actual maximum and actual minimum rates by adopting the rates in the tariffs of those service providers that are on file with and have been previously approved by the Arizona Corporation Commission (the "Commission"). Matrix has made no changes to these rates that have been previously approved by the Commission.

JFB 2-4 Please indicate why you believe that your range of rates is just and reasonable using a competitive market analysis. Your analysis should contain publicly available examples of tariff rates and charges charged by the incumbent and other carriers for similar services. Include supporting material and any other information that you believe demonstrates that your actual or proposed tariff rates and charges are just and reasonable.

Use a matrix format to list MTI's proposed services, rates and/or charges. Based on the MTI tariff, list all the facilities-based local exchange services MTI will provide in Arizona. For each of the facilities-based local exchange services listed, list the rate and/or charge of each service and reference each service, rate and/or charge to MTI's tariff. Provide MTI's tariff pages that support each MTI's services, rates and/or charges.

Use a matrix format to capture MTI's list of facilities-based local exchange services that will be provided in Arizona, show each competitor's tariff rates and/or charges for the same or comparable services and reference each service, rate and/or charge to each competitor's tariff. Provide tariff pages of each competitor that support each competitor's services, rates and/or charges offering the same or similar telecommunications services in Arizona.

Please see Attachment "B", a spreadsheet that details Matrix rates versus rates of Qwest Corporation ("Qwest"), Cox Arizona Telecom, LLC ("Cox"), Time Warner Telecom of Arizona, LLC ("Time Warner"), and Sprint Communications Company LLC ("Sprint").

JFB 2-5 Please indicate why you believe that your range of rates is just and reasonable using a fair value or cost basis. Please include economic justification or cost support data. Please include any supporting materials.

Matrix believes its range of rates is just and reasonable based on the comparison of rates between tariffed services and charges conducted for this data request. An analysis of the services offered and fees charged by Matrix compared to Qwest, Cox, Time Warner and Sprint appears to support Matrix's contention that its fees are comparable to other telephone service providers in Arizona.

It should be noted that Matrix inherited its rates when it acquired the customers of other providers of service. As such, we believe that all rates offered by Matrix for the provision of local services in Arizona have already been approved by this Commission. As a result, Matrix strongly believes that its range of rates is just and reasonable.

Again, please refer to Attachment "B".

JFB 2-6 Use a matrix format to capture MTI's list of facilities-based local exchange services that will be provided in Arizona. Identify other states/jurisdictions in which your company or an affiliate company is providing or applying to provide facilities-based local exchange telecommunication services.

For each facilities-based local exchange services that will be provided in Arizona, list MTI's or affiliates' rates and/or charges that are or will be charged in other states or jurisdictions. Show for each state or jurisdiction the tariff rates and/or charges for the same or comparable services and reference each service, rate and/or charge to MTI's or each affiliate's tariff. Provide MTI's or affiliate's tariff pages that support MTI's or each affiliate's services, rates and/or charges that are or will be charged in other states or jurisdiction offering the same or similar telecommunications services in Arizona.

If there is a difference between the tariff rates and charges that MTI or an affiliate charges or will charge in Arizona and the tariff rates and charges that MTI or affiliate charges or will charge in other states or jurisdictions for facilities-based local exchange services: please identify the service, indicate the amount of the difference and explain why you are charging different tariff rates and charges in Arizona.

Matrix is currently approved to provide, or is currently providing, facilities-based local exchange services in forty-nine (49) states and the District of Columbia.

Attached as Attachment "C", please find a spreadsheet that shows a comparison between the proposed Matrix rates in Arizona and the rates in the adjacent states, New Mexico, Nevada and California. This reveals that Matrix's proposed rates in Arizona appear to be in line or slightly lower in Arizona than in states adjacent to Arizona.

JFB 2-7 Please submit a complete tariff setting forth your rates and charges. Do you intend to offer switched or special access services to other wholesale providers. If so, have you or do you intend to file an access tariff for these services?

A complete tariff setting forth Matrix's proposed rates and charges has previously been submitted to Commission staff. A copy of that filing is attached herewith as Attachment "D".

An Access Tariff is being concurrently filed by the Company for approval by the Commission. This Tariff is the same Access Tariff that has been filed by Trinsic Communications, Inc. and approved by the Commission. Only the names in the tariff have been changed to reflect Trinsic's acquisition by Matrix. A copy of this tariff is attached hereto as Attachment "E".

JFB 2-8 Please confirm/deny that your company intends to provide service to both retail end-users and other carriers.

At this time, Matrix intends to provide service to retail end-users only. Should it decide to expand its services to include services to other carriers, Matrix will make the appropriate tariff filings and will seek the appropriate approvals from the Commission.

JFB 2-9 Please provide a copy of the APPLICATION FOR REGISTRATION OF TRADE NAME document stamped and dated from the Arizona Secretary of State office.

Please see Attachment "F", a copy of the Company's Application for Registration of Trade name that has been stamped and dated from the Arizona Secretary of State office.

JFB 2-10 For the type of telecommunications services that you want to provide in Arizona, indicate the Tariff and Section number(s) in the tariff for facilities-based local exchange telecommunication services.

Matrix filed a tariff on November 20, 2006 in Docket No. T-03228A-06-0706. for this tariff, Matrix requested an effective date of December 10, 2006. This tariff was filed to introduce Matrix's use of its assumed name, Matrix Business Technologies. A copy of this tariff is filed in response to Matrix's response to JFB-2-7 above.

A description of Matrix's products and services can be located in Section 2, found on 1st Revised Page 32. The associated rates for these services and products can be located in Sections 3 & 4 beginning on 1st Revised Page 46.

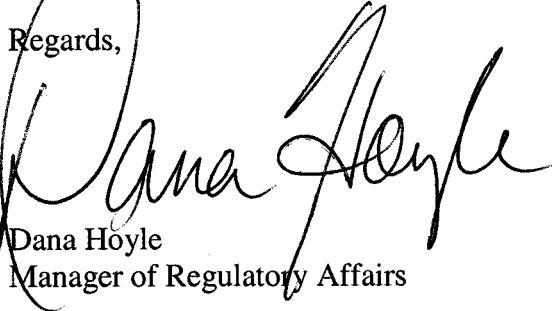
Mr. John Bostwick
Arizona Corporation Commission
Docket No. T-0333228A-06-0800
July 23, 2007
Page 5 of 5

JFB 2-11 Please submit a PDF file of your responses to this data request to jbostwick@cc.state.az.us.

A hardcopy of this response was filed via overnight delivery and a softcopy of this response was submitted electronically on July 23, 2007 to jbostwick@cc.state.az.us.

Should you have any additional questions or concerns, please feel free to contact me directly at (214) 432-1453.

Regards,

A handwritten signature in black ink, appearing to read "Dana Hoyle", is written over the typed name and title.

Dana Hoyle
Manager of Regulatory Affairs

Attachments

ATTACHMENT "A"

REQUEST FOR CONFIDENTIAL TREATMENT



July 23, 2007

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Re: Docket No. T -O322SA-O6-0S00

Dear Sir or Madam:

In accordance with staff's request, Matrix Business Technologies ("Matrix") provides this letter to describe in detail the reasons that Matrix's financial information should be kept confidential or filed in accordance with a protective agreement.

We understand that the Arizona Corporation Commission (the "Commission") Staff cannot issue a Staff Report without the disclosure of certain Matrix financial information, such as Matrix's net income/loss, total assets, and equity for the most recent calendar year. It is Matrix's position that these data constitute competitively sensitive trade secret information that is proprietary to Matrix and is not routinely disclosed in any public forum. Matrix has used its best efforts to keep and maintain all such information secret. Given the competitive nature of the telecommunications market, public disclosure of these financial results would cause Matrix substantial irreparable competitive harm by providing competitors with information that could be used against Matrix in the market.

Therefore, Matrix respectfully requests that it be granted permission to file the Confidential Materials under seal so that its financial data can be accorded confidential treatment and not be made a part of the public record in this proceeding or otherwise disclosed to the public.

Regards,

A handwritten signature in black ink, appearing to read "Charles G. Taylor, Jr." with a stylized flourish at the end.

Charles G. Taylor, Jr.
Chief Financial Officer

ATTACHMENT "B"

RATE COMPARISON SPREADSHEET

	Matrix Telecom, Inc.	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP
Business Service Monthly Recurring Charge					
Business Line Local Only					
	\$ 37.50	\$42.50 (p. 8)	\$45.00 (p. 60)	\$33.75 (p. 59.6)	\$59.95 (p. 63.5)
Business Line Local plus Long Distance	\$ 30.50	**	**	**	**
Analog PBX Trunk Local Only per trunk	\$ 68.00	\$65.00 (p. 23)	\$50.00 (p. 64)	\$34.65 (p. 190)	**
Analog PBX Trunk plus Long Distance per trunk	\$ 61.00	**	**	**	**
DID CO Termination per trunk	\$ 50.25	\$45.00 (p. 42)	\$45.00 (p. 66)	**	**
Initial Service Conversion Charge					
Per business line or trunk converted, non-recurring	\$ 26.00	\$39.00 (p. 22)	\$45.00 (p. 60)	\$45.00 (p. 189)	\$69.99 (p. 69)
Per DID CO termination per trunk, non-recurring	\$ 57.00	\$57.00 (p. 42)	\$50.00 (p. 66)	**	**
Installation Charge					
Per business line installed, non-recurring	\$ 52.50	\$65.00 (p. 23)	\$45.00 (p. 60)	\$45.00 (p. 189)	**
Per trunk installed, non-recurring	\$ 53.00	\$65.00 (p. 23)	\$50.00 (p. 64)	**	**

	Matrix Telecom, Inc.	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP	Matrix Telecom, Inc. Non Recurring Charges	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP	Matrix Telecom, Inc. Per Usage Charges	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP
OPTIONS	Monthly Recurring Charges														
Call Return	\$0.00					\$0.00					\$0.75				
Continuous Redial	\$0.00	**	\$3.50 (p. 63) 112.4	\$4.05 (p. 63) 112.4	**	\$0.00	**	\$13.00 (p. 63) 112.4	**	**	\$0.75	**	**	\$0.75 (p. 64.3)	**
Call Trace	\$0.00	**			**	\$0.00	**	**	**	**	\$2.00	**	\$2.00 (p. 195)	**	**
Three-way Conference Calling						\$12.25	**	\$13.00 (p. 63) 112.4	**	**	\$2.00	**	**	**	**
Hunting, per business line	\$ 3.75	\$4.35 (p. 78)	\$3.50 (p. 63) 112.4	\$5.40 (p. 63) 112.4	**	\$4.00 (p. 64.3)		\$13.00 (p. 63) 112.4	**	\$20.00 (p. 112.4)	\$0.00	**	**	**	**
Hunting, per analog trunk	\$ 6.00	\$5.00 (p. 102)	\$3.50 (p. 63) 112.4	\$2.00 (p. 63) 112.4	**	**	**	\$12.25	**	**	**	**	**	**	**
3rd # Billed/Collect Blocking	\$ 7.00	**	**	**	**	**	**	\$12.25	**	**	\$0.00	**	**	**	**
Call Forward Variable	\$ 4.50	\$5.00 (p. 75)	**	\$7.05 (p. 63) 112.4	**	**	**	\$12.25	**	\$10.00 (p. 112.4)	\$0.00	**	**	**	**
Call Forward Busy Line	\$ 6.00	\$7.50 (p. 75)	\$3.50 (p. 63) 112.4	\$7.05 (p. 63) 112.4	**	**	**	\$12.25	**	\$10.00 (p. 112.4)	\$0.00	**	**	**	**
Call Forward Don't Answer	\$ 3.75	\$4.00 (p. 75)	\$3.50 (p. 63) 112.4	\$7.05 (p. 63) 112.4	**	**	**	\$12.25	**	\$10.00 (p. 112.4)	\$0.00	**	**	**	**
Call Forward Busy Line/Don't Answer	\$ 9.00	\$5.00 (p. 75)	\$7.00 (p. 63) 112.4	\$7.05 (p. 63) 112.4	**	**	**	\$12.25	**	\$10.00 (p. 112.4)	\$0.00	**	**	**	**
Call Waiting	\$ 7.00	\$7.50 (p. 76)	\$7.00 (p. 63)	**	**	\$4.00 (p. 64.3)		\$12.25	**	**	\$0.00	**	**	**	**
Speed Dial	\$ 2.75	\$3.10 (p. 77)	\$3.50 (p. 63) 112.4	\$4.05 (p. 63) 112.4	**	\$4.00 (p. 64.3)		\$12.25	**	\$10.00 (p. 112.4)	\$0.00	**	**	**	**
Speed Dial, Expanded	\$ 4.25	\$5.00 (p. 77)	\$4.25 (p. 63)	**	**	**		\$12.25	**	**	\$0.00	**	**	**	**
Caller ID (Name and Number)	\$ 7.50	\$7.95 (p. 76)	\$7.00 (p. 63) 112.4	\$10.00 (p. 63) 112.4	**	\$4.00 (p. 64.3)		\$12.25	**	\$50.00 (p. 112.4)	\$0.00	**	**	**	**
Vanity Number	\$ 9.25	**	\$10.00 (p. 101)	**	**	\$230.00	\$250.00 (p. 101)	**	**	**	\$0.00	**	**	**	**
Ground Start	\$0.00	**	**	**	**	\$12.25	**	**	**	**	\$0.00	**	**	**	**
Toll Restrict Blocking	\$ 4.75	**	\$3.50 (p. 106)	**	**	\$26.00	**	\$25.00 (p. 106)	**	**	\$0.00	**	**	**	**
Call Forward w/ Remote Access	\$ 7.75	**	**	**	**	\$12.25	**	**	**	**	\$0.00	**	**	**	**
Per Use Blocking	\$0.00	**	**	\$0.00 (p. 112.4)	**	\$12.25	**	**	**	**	\$0.00	**	**	**	**

	Matrix Telecom, Inc.	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP	Matrix Telecom, Inc.	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP
20 numbers per group	\$2.75	**	\$3.00 (p. 66)	**	**	\$18.75	**	\$20.00 (p. 66)	**	**
Primary Listing	\$0.00	**	**	**	\$0.00 (p. 73)	\$0.00	**	**	**	**
Additional Listing	\$2.75	\$3.10 (p. 116)	\$5.00 (p. 99)	**	\$2.50 (p. 73)	\$20.75	**	\$20.00 (p. 99)	**	\$2.50 (p. 73)
Cross Reference Listing	\$2.75	**	**	**	**	\$20.75	**	**	**	**
Extra Line Listing	\$2.75	\$3.10 (p. 116)	**	**	\$10.00 (p. 73)	\$20.75	**	**	**	\$10.00 (p. 73)
Foreign Listing	\$2.75	\$3.10 (p. 116)	\$5.00 (p. 99)	**	**	\$20.75	**	\$20.00 (p. 99)	**	**
Non-Published Listing	\$1.70			\$2.70 (p. 112.21)	\$3.50 (p. 73)	\$20.75	**	\$33.00 (p. 99)	\$33.00 (p. 99)	\$3.50 (p. 73)
Non-Listed Number	\$1.35	\$1.50 (p. 116)	\$5.00 (p. 99)	\$0.90 (p. 112.25.1)	\$3.50 (p. 73)	\$20.75	**	\$20.00 (p. 99)	**	**
Directory Assistance - per call	\$0.59	\$1.15 (p. 20)	**	\$0.52 (p. 112.25.1)	**		**		**	**
Directory Assistance Call Complete - per call	\$0.35	**	**	**	**		**		**	**

	Per Minute	Per Minute	Per Minute	Per Minute	Per Minute
Third Party Billing	\$ 1.30	\$2.30 (p. 11)	\$2.00 (p. 95)	**	**
Collect	\$ 1.30	\$2.30 (p. 11)	\$2.00 (p. 95)	**	**
Person to person	\$ 3.50	\$6.50 (p. 11)	\$4.00 (p. 95)	**	**
Busy Line Verification	\$ 1.40	\$3.00 (p. 26)	\$5.00 (p. 95)	\$4.50 (p. 112.33)	**
Busy Line Verification 3" # Billed	\$ 2.75	**	**	**	**
Busy Line Verification w/Interrupt	\$ 2.75	\$6.00 (p. 26)	\$5.00 (p. 96)	\$9.50 (p. 112.33)	**
Presubscription Change in Preferred Carrier per incident	\$ 10.00	\$5.00 (p. 4)	**	**	**
Service Restoration	\$ 55.00	\$55.00 (p. 23)	\$25.00 (p. 60)	\$45.00 (p. 189)	\$29.99 (p. 69)

	Matrix Telecom, Inc.	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP	Matrix Telecom, Inc.	Qwest	Cox Arizona Telecom, LLC	Time Warner Telecom of Arizona, LLC	Sprint Communications Company LP
Miscellaneous Charges										
Monthly Recurring Charge						Non Recurring Charge				
Foreign Exchange Service (Per T)	\$ 100.00	**	**	**	**	\$ -	**	**	**	**
Service Change Charge	\$ -	**	**	**	**	\$ 15.00	**	**	**	**
Time and Material Charges										
Trip Charges	\$ 61.00	\$60.00 (p. 10)	**	**	**					
Each 15 min increment	\$ 16.00	\$30.00 (p. 10)	**	**	**					

Please note that each cell marked by ** indicates that a similar element was not located in this provider's tariff.

✓
COX ARIZONA TELCOM, L.L.C.
d/b/a/ Cox Communications
d/b/a/ Cox Business Services

ARIZONA CC TARIFF NO. 1
SECOND REVISED TITLE PAGE

LOCAL EXCHANGE SERVICE

ORIGINAL

COX ARIZONA TELCOM, L.L.C.
d/b/a/ Cox Communications
d/b/a/ Cox Business Services

(T)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF ARIZONA

ADMINISTRATIVELY
APPROVED FOR FILING

Issue Date: January 21, 2004

Effective Date: February 20, 2004

Issued By: Martin Corcoran
Director, Tariff Development
Cox Communications, Inc.
1400 Lake Hearn Drive,
Atlanta, GA 30319

LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1.2 Local Exchange Service, cont'd.

2. Local Line, Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs), monthly Recurring Charges as specified in Sections 3.1.2.2.(a) and 3.1.2.2.(b) respectively. (T)

(a) Non-Recurring Charge	<u>Residential</u>		<u>Business</u>		<u>Home Office</u>		(T)
	<u>Current</u>	Max	<u>current</u> ^P	Max	<u>Current</u>	Max	(N)
Line Connection charge ¹ per line			\$45.00	\$50.00	\$45.00	\$50.00	(R)
Lines 1-4 ³	\$24.95	\$40.00					
Lines 5-8	\$75.00	\$80.00					
FastConnect ^Φ	\$ 9.95	\$40.00					
Transfer of service ^A	\$19.95	\$40.00					
Premium Service Connect ^Ψ	\$00.00	\$40.00					
Seasonal Service	\$10.00	\$15.00	\$25.00	\$25.00			(M)
Account Changes (per number after initial per billing record change	\$10.00	\$10.00	\$20.00	\$20.00	\$20.00	\$20.00	(T)
PIC-2 Change (per line - initial set-up) after initial set-up*	\$5.00	N/C	\$5.00	N/C	\$5.00	N/C	(T) (D)
Line Restoral Charge (per line)	\$ 0.00	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	(T)

* Waive PIC change charge if Cox Long Distance is selected.

(M) Material relocated from page 107.

¹ A reduced charge of one-half the non-recurring rate is available for the initial connection of service for those eligible under Link Up America Assistance Plan. (See Section 6.1)

^β New Business Customers, who sign a three or five year contract and change their business line service to Cox from another carrier by porting their numbers to Cox will pay only \$90 for up to 10 lines. After 10 lines, normal non-recurring rates apply. (N)
(N)
(N)

³ Line connection charge for the initial establishment of service includes connection of up to four lines per account. Each line thereafter will be charged the current rate as set forth above.

^Φ FastConnect is an optional Line Connection service offered in situations where the customer need not be at home to complete the service installation.

^A Transfer of Service is a relocation of service within the Cox service area.

^Ψ Premium Service install is offered to customers that subscribe to an access line, the Solutions Package and an optional LD call plan with an associated monthly recurring charge.

Issue Date: January 21, 2004

Effective Date: February 20, 2004

Issued By: Martin Corcoran
Director, Tariff Development
Cox Communications, Inc.
1400 Lake Hearn Drive,
Atlanta, GA 30319

ADMINISTRATIVELY
APPROVED FOR FILING

LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2.2 Local Line, Rates and Charges, cont'd.

(b) Monthly Recurring Charges

Residential Rates:

Local Access Line Flat-Rate Service	Current Rate	Maximum Rate	
Standard Service	\$13.00	\$13.00	
Additional lines	\$13.00	\$13.00	(T)
Combination Service	\$11.75	\$11.75	(T)
Second line	\$8.50	\$13.00	(T)
Additional lines	\$11.75	\$11.75	(T)
Seasonal service ^P	\$8.50	\$10.00	(M)

Business Rates:

Local Access Line Flat-Rate Service	Business	Max Rate	Home Office	Max Rate
Per Business Line				
Month-to-Month	\$30.00	\$30.00	\$30.00	\$30.00
1 Year ^Ψ	\$28.00	\$30.00	\$28.00	\$30.00
2-Year ^Ψ	\$28.00	\$30.00	\$28.00	\$30.00
3-Year ^Ψ	\$28.00	\$30.00	\$28.00	\$30.00
5-Year ^Ψ	\$26.00	\$30.00	\$26.00	\$30.00
Local Access Line Measured-Rate				
Measured Service	\$15.00	\$15.00	N/A	N/A
Per Minute	\$0.10	\$0.10	N/A	N/A
Seasonal Service	\$20.00	\$20.00	N/A	N/A

(M) Material moved form page 107.

^β For description of Seasonal Service, see Section 7.2, page 106.

^Ψ All term contracts will include, at no additional charge for the duration of the contract, three standard features: Call Forwarding, Call Waiting, and Caller ID, or a choice of the following features: Call Forwarding, Call Waiting, Caller ID, Call Forward-Busy, Call Forward-No Answer, 3-Way Calling, Call Transfer, Speed Call 30. Hunting*. Offer not available on month-to-month service.

*Hunting is not offered with Call Waiting, Call Forward-Busy or Call Forward-No Answer.

Issue Date: January 21, 2004

Effective Date: February 20, 2004

Issued By: Martin Corcoran
Director, Tariff Development
Cox Communications, Inc.
1400 Lake Hearn Drive,
Atlanta, GA 30319

**ADMINISTRATIVELY
APPROVED FOR FILING**

LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2.2 Local Line, Rates and Charges, cont'd.

(d) Business Optional Features	MRC ^A	MRC MAX	NRC ⁺	NRC Max	(T)
(per line equipped)	(\$)	(\$)	(\$)	(\$)	
Anonymous Call Rejection	N/C		N/C		
Auto Ring-Down Service	3.59	3.59	13.00	13.00	(N)
Busy Line Redial	3.50	3.50	13.00	13.00	
Call Forwarding	3.50	3.50	13.00	13.00	
Call Forwarding - Busy	3.50	3.50	13.00	13.00	
Call Forwarding - Don't Answer	3.50	3.50	13.00	13.00	
Call Forwarding - Busy/Don't Answer	5.50	7.00	13.00	13.00	
Call Forwarding - Remote Access	3.50	3.50	13.00	13.00	
					(D)
Call Return	3.50	3.50	13.00	13.00	
Call Transfer	3.50	3.50	13.00	13.00	
Call Waiting	7.00	7.00	13.00	13.00	
Call Waiting ID	12.00	12.00	13.00	13.00	
Caller ID	7.00	7.00	13.00	13.00	
Distinctive Ringing	3.50	3.50	13.00	13.00	
Long Distance Alert	3.50	3.50	13.00	13.00	
Priority Ring	3.50	3.50	13.00	13.00	
Remote Call Forwarding (RCF)	17.00	17.00	30.00	30.00	
RCF Additional Paths	17.00	17.00	30.00	30.00	
Selective Call Acceptance	3.50	3.50	13.00	13.00	
Selective Call Forwarding	3.50	3.50	13.00	13.00	
Selective Call Rejection	3.50	3.50	13.00	13.00	
Speed Calling - 8	3.50	3.50	13.00	13.00	
Speed Calling - 30	4.25	4.25	13.00	13.00	
Six-Way Calling	4.25	4.25	13.00	13.00	
Three-Way Calling	3.50	3.50	13.00	13.00	
Business Value Package	62.95	12.95	13.00	13.00	
Business ID Package	17.95	17.95	13.00	13.00	
Business Solution Package	21.95	21.95	13.00	13.00	(T)

^A Rates apply to Home Office Service offering as well as Business Service.

⁺ For Custom Calling Features ordered with initial service order, the Non-Recurring Charge will be waived.

(T)

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LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.3 Cox Connect Trunks

(T)

Cox Connect Trunk(s) provide Business Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and will be provided in the following manner:

(T)

1. Cox Connect Trunk

(T)

Local Trunk-Basic can be used to carry one-way outbound traffic, one-way inbound or two-way traffic.

(a) One-way Outbound

Provides the Customer with a single analog connection which is restricted to carry outbound traffic only.

(b) One-way Inbound or Two-way

Provides the Customer with a single analog connection which can carry one-way inbound or two-way traffic.

1. Hunting Service

Where facilities and operating conditions permit, hunting services are available to both residential and business Customers with two or more lines of service at the same location. Lines are arranged to accommodate busy line overflows to other lines in the hunt group.

Rates and Charges

Hunting, per line

NRC

\$13.00

Monthly

\$3.50

(c) Cox Connect Trunk - Rates and Charges:

(T)

A Cox Connect Trunk Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 3.1.3.1.(c).1 and 3.1.3.1.(c).2 respectively. Local Line charges are only offered on a flat rate service basis.

(T)

1. Non-Recurring Charges

Line Connection (per Trunk)

\$50.00

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LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.3 Cox Connect Trunk, cont'd. (T)

(c) Cox Connect Trunk - Rates and Charges, cont'd. (T)

1. Non-Recurring Charges, cont'd.

Account/Number Changes (Per Billing Record Change)	\$20.00
Initial PIC-2 Change (per line) after initial set-up*	N/C 5.00
Line Restoral charge ³ (per trunk)	\$25.00
Suspension of Service Restoral Charge (per trunk) (Applies for trunk restoral after Customer-initiated suspension.)	\$25.00

2. Monthly Recurring Charges

Cox Connect Trunk (per trunk) Flat Rate	(T/D) \$35.00
---	------------------

* Waive PIC change charge if Cox Long Distance is selected.

³ If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

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LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.3 Cox Connect Trunk, cont'd.

(T)

2. Direct Inward Dialing (DID)

Provides the Business Customer with Direct Inward Dialing over a single analog connection which can carry one-way, inbound traffic.

A Customer who orders DID will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified following. Rates for a volume of Numbers greater than 100 will be provided on an individual case basis.

(a) Rates and charges⁴

	<u>NRC</u>	<u>Monthly Recurring</u>
DID Service Lines (each)	\$50.00	\$45.00
Each 20 DID Line Numbers (per block)	\$20.00	\$3.00
Block Compromise charge ⁵	\$450.00	N/A

⁴ In addition to the rates and charges identified above, the charges as specified for PBX Trunks in Section 3.1.3.1.(c) 1 & 2 would apply.

⁵ Permanent removal of a telephone number from a sequential number group per sequential number block.

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LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.4 Directory Listings, cont'd.

3.4.5 (cont'd)

4. **Non-Directory Listed:** A non-directory listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such Listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Nonlisted Listings are specified in Section 3.4.6.

3.4.6 Directory Listings Rates

	<u>Residential</u>			<u>Business</u>			
	Monthly		NRC	Monthly	NRC		
	<u>Current</u>	<u>Max</u>		<u>Current</u>	<u>Max</u>		
Primary Listing	N/C	N/C	N/C	N/C	N/A	N/A	
Additional/Foreign Listing	\$2.00	3.00	\$5.00	\$2.00	\$5.00(C)	\$20.00	(C)
Non-Published	\$2.00	3.00	\$5.00	\$2.00	\$5.00(C)	\$20.00	(C)
Non-Directory Listed	\$2.00	3.00	\$5.00	\$2.00	\$5.00(C)	\$20.00	(C)
Change Listing	N/A	N/A	\$5.00	N/A	N/A	\$20.00	

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LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.5 ISDN-PRI SERVICE

5. Rates and Charges, cont'd.

(T)

2. Rates

	<u>NRC</u> <u>(\$)</u>	<u>Monthly</u> <u>(\$)</u>
a. Primary Rate Access Facility, each	800	250
b. ISDN-PRI Configuration Options:		
23B+D	700	300
24B	700	300
23B+Back-up D	700	350
Caller ID, per PRI Interface	N/C	N/C
c. Trunk Connection Types:		
Call-By-Call Service selection	100	75
Dedicated Services	50	45
d. PRI Reconfiguration Charge		
Trunk Change Charge, per PRI		
Change in D-channel configuration		
(23B+D; 24B; 23B+Back-up D)	300	N/A
e. Individual Additional Telephone Numbers,		
each number	25	3

- f. The following rates apply for Bulk-rated PRI services for terms of 1 month to 5 years. The rate includes the access facility, configuration option (23B+D, 24B, or 23+D Backup), trunk connection type (DOD, DID, 2-way, Call-by-Call Selection), and 100 DID numbers.

(T)

	<u>NRC</u> <u>(\$)</u>	<u>Max NRC</u> <u>(\$)</u>	<u>MRC</u> <u>(\$)</u>	<u>Max MRC</u> <u>(\$)</u>
Month-to-Month	waived	\$1000	\$975	\$1200
1-Year Contract	waived	\$1000	\$950	\$1200
2-Year Contract	waived	\$1000	\$800	\$1200
3-Year Contract	waived	\$1000	\$775	\$1200
5-Year Contract	waived	\$1000	\$750	\$1200

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SECTION 3 - Service Descriptions, cont'd.

3.3 Operator Assistance, cont'd.

3.3.1 **Operator Assisted Surcharges:** The following surcharges will be applied on a per call basis.

Third Number Billing (Operator Dialed)	\$2.00
Third Number Billing (Customer Dialed)	\$2.00
Calling Card (Operator Dialed)	\$2.00
Collect Calling (Operator Dialed)	\$2.00
Collect Calling (Customer Dialed)	\$2.00
Person to Person (Operator Dialed)	\$4.00
Person to Person (Customer Dialed)	\$4.00
Station to Station (Operator Dialed)	\$2.00
General Assistance	N/C

3.3.2 **Busy Line Verification and Interrupt Service:** Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

1. **Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
2. **Busy Line Verification with Interrupt:** The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.3 Operator Assistance, cont'd.

3.3.2 Busy Line Verification and Interrupt Service:

3. **Rates:** Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

- (a) The operator verifies that the line is busy with a call in process.
- (b) The operator verifies that the line is available for incoming calls.
- (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Per Reauest

Busy Line Verification	\$5.00
Busy Line Verification with Interrupt	\$5.00

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LOCAL EXCHANGE SERVICE

SECTION 3 - Service Descriptions, cont'd.

3.5 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.6 Custom Telephone Numbers

When establishing service where a new telephone number is assigned, the Company may attempt to match the last four digits of the Customer's previous telephone number at no additional charge. Custom Telephone Number will charges apply for all other specifically requested telephone numbers. At the Customer request, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth herein and in Section 2.1.3.

(T)
(T)

The following charges will apply for Custom Telephone Numbers:

	Non-Recurring (per number)		Monthly Recurring (per number)	
	Current	Max	Current	Max
Residential	\$50.00	\$75.00	\$0.00	\$0.00
Business	\$100.00	\$250.00	\$3.50	\$10.00

3.7 Residential Customer Referral Discount Coupon.

A one-time discount coupon will, at the companies discretion, be distributed from Cox Communication employees and referring Cox Digital Telephone subscribers, entitling new Customers to a discount on Cox Digital Telephone (CDT) Service. To redeem the coupon, it must be presented as described on the coupon and within 90 days of CDT installation. A new Customer is defined as one who has never subscribed to Cox Digital Telephone Service prior to submitting the referral coupon.

(N)
|
(N)

3.8 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

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LOCAL EXCHANGE SERVICE

SECTION 7 - Miscellaneous Service Offerings

7.1 Toll Restriction

Toll Restriction allows the Customer the flexibility to restrict both business and residential access lines and trunks from billable toll calls, but allows completion of local directory assistance calls. If a Customer attempts to dial a restricted toll call, the Customer's call will be intercepted and an announcement will advise the caller of the toll restriction.

7.1.1 Terms and Conditions

- Where facilities and operating conditions permit, this service will be offered to both business access lines and trunks and residential access lines.
- Toll Restriction may prevent the completion of 1+ local calls.
- Toll Restriction is available to Lifeline Customers at no charge.

7.1.2 Rates and Charges

	<u>NRC</u>	<u>Monthly</u>	
Business, per line or trunk	\$25.00	\$3.50	
Residence, per line*			(T)

7.2 Temporary Suspension of Service - Customer Initiated (Seasonal Service) (T)

Service may be temporarily suspended at the Customer behest. Prior to the service suspension, the Customer shall have paid for at least the first full month of service.

7.2.1 Terms and Conditions

The suspension rate will not be applicable until after the service has been in effect for at least one full month.

* For rates and charges, see section 3.1.2.2 (c.1), page 62.

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LOCAL EXCHANGE SERVICE

SECTION 7 - Miscellaneous Service Offerings

7.4 Number Referral Service

The following charges are for Number Referral Service only and are in addition to any applicable service charges, monthly rates and nonrecurring charges with which they are associated,

7.4.1 Rates and Charges

1. Residence Service

<u>Basic Referral Service</u>	<u>Charge</u>
-------------------------------	---------------

Primary Number

- | | |
|---------------------------------|---------|
| • first 3 month period | N/C |
| • one additional 3 month period | \$10.00 |

Additional Numbers

- | | |
|---------------------------------|---------|
| • first 3 month period | N/C |
| • one additional 3 month period | \$10.00 |

2. Business Service

Basic Referral Service

Primary Number

- | | |
|--|---------|
| • first month | N/C |
| • each month up to 12 months or new directory issue date, whichever is longer | N/C |
| • each month beyond 12 months or new directory issue date, whichever is longer | \$15.00 |

Additional Numbers

- | | |
|-------------------------------------|---------|
| • first and additional months, each | \$15.00 |
|-------------------------------------|---------|

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LOCAL EXCHANGE SERVICE**SECTION 7 - Miscellaneous Service Offerings****7.4 Number Referral Service, cont'd****7.4.1 Rates and Charges**Direct Inward Dial Service

(D)

Sequential Referral ServiceChargePrimary Number

- first month N/C
- each month up to 12 months or new directory issue date, whichever is longer N/C
- each month beyond 12 months or new directory issue date, whichever is longer \$7.00

Additional Numbers

- first and additional month, each sequential number referred \$7.00

Non-Sequential Referral ServicePrimary Number

- first month N/C
- each month up to 12 months or new directory issue date, whichever is longer N/C
- each month beyond 12 months or new directory issue date, whichever is longer \$7.50

Additional Numbers

- first and each additional month each non-sequential number referred \$7.50

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**COMPETITIVE
EXCHANGE AND
NETWORK SERVICES**

**Qwest Corporation
Price Cap Tariff No. 2
Arizona**

**TITLE PAGE
Release 1**

Issued: 4-24-06

Effective: 5-1-06
Per Decision No. 68604

TERMS, CONDITIONS, RATES AND CHARGES

Applying to the provision of competitive and flexibly priced intrastate

EXCHANGE AND NETWORK SERVICES

within the operating territory of

Qwest Corporation

in the State of

ARIZONA

as provided herein

Effective May 1, 2006, this Tariff No. 2 cancels and replaces the Qwest Corporation Competitive Exchange and Network Services Price Cap Tariff that became effective August 29, 2001, and all the subsequent revisions.

Issued: 7-30-01

Effective: 8-29-01

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.9 TERMINATION OF SERVICE - COMPANY INITIATED (CONT'D)

B. Nonrecurring Charge for Restoral of Service

1. A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, toll service or other regulated charges, but an order providing for complete disconnection has not been completed. The following charge will be applied unless a charge for restoral of service is included in a specific service's section of the Tariff. Additionally, all charges up to the date of the suspension are due prior to restoral of service.
2. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service in addition to any charges for regulated services due up to the date of suspension.

**NONRECURRING
CHARGE**

- Each line restored
 - Residence \$25.00
 - Business 55.00

3. Where Full Toll Denial (see 2.2.9.A.9., preceding) has been applied to a customer's account, and the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges. The following MTS Restoration Charge will apply:

**NONRECURRING
CHARGE**

- | | USOC | |
|------------|-------------|---------|
| • Per line | NPAPL | \$16.00 |

**COMPETITIVE
EXCHANGE AND
NETWORK SERVICES**

**Qwest Corporation
Price Cap Tariff No. 2
Arizona**

**SECTION 5
Page 8
Release 1**

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Per Decision No. 68604

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.8 HOME BUSINESS LINE (HBL) SERVICE (CONT'D)

C. Rates and Charges

	USOC	NONRECURRING CHARGE MAXIMUM	CHARGE CURRENT
• <i>HOME BUSINESS LINE</i> , each	BHS	\$85.00	\$42.50
	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• <i>HOME BUSINESS LINE</i> , each	BHS	\$108.09	\$36.03

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5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS (CONT'D)

5.3.3 FLAT RATE TRUNKS[1]

- A. Two-way, four-wire trunk with E&M signaling, *DID* Service and hunting is not available to Joint User Service customers.
- B. The Business Trunk rates do not apply when a customer subscribes to a Rate Stabilized Plan as specified in E., following. This Rate Stabilized Plan will not include Flat Rate Resale Access trunks as found in 5.10, following or two-way, four-wire trunks with E&M signaling, *DID* Service and hunting.
- C. The following nonrecurring charge applies per trunk to install and to connect a trunk when changing a grade of service to PBX Service.

Business	USOC	NONRECURRING CHARGE	
		MAXIMUM	CURRENT
• 2-Way	TFB	\$112.00	\$ 65.00 (I)
• 2-Way, 4-wire with E&M signaling, <i>DID</i> and hunting[2]	THHCX	132.00	75.00
• 1-Way out	TFU	112.00	65.00
• 1-Way in	TFN	112.00	65.00
• 1-Way in, with hunting for <i>DID</i> [2]	TDD	132.00	75.00
• TTT-LD terminal	TTT	254.00	150.00 (I)

Business	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• 2-Way	TFB	\$115.53	\$39.00 (I)
• 2-Way, 4-wire with E&M signaling, <i>DID</i> and hunting[2]	THHCX	220.53	74.00
• 1-Way out	TFU	115.53	39.00
• 1-Way in	TFN	115.53	39.00
• 1-Way in, with hunting for <i>DID</i> [2]	TDD	127.53	44.00
• TTT-LD terminal	TTT	51.48	20.00 (I)

[1] A Basket 2 Service. See Preface Page 1, preceding.

[2] Requires a *DID* trunk circuit termination. See 5.3.4, following, for terms, conditions, rates and charges.

**COMPETITIVE
EXCHANGE AND
NETWORK SERVICES**

**Qwest Corporation
Price Cap Tariff No. 2
Arizona**

**SECTION 5
Page 42
Release 1**

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5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.4 DIRECT-INWARD-DIALING (DID) SERVICE[1]

C.1. (Cont'd)

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Each in-only analog trunk circuit termination[2]	NDT	\$135.00	\$45.00
• Each in-only digital trunk circuit termination[3]	ND1	135.00	45.00
• Each 2-way digital trunk circuit termination with answer supervision[3]	ND2	135.00	45.00
• Each 2-way, 4-wire analog trunk circuit termination[4]	NAY	135.00	45.00
2. DID Telephone Numbers			
• Nonsequential telephone number, each	NHN	0.45	0.15
• DID block of twenty sequential telephone numbers, per block	NGS	9.00	3.00

[1] A Basket 2 Service. See Preface Page 1, preceding.

[2] In addition, a PBX trunk is required.

[3] In addition, a digital trunk or B-channel is required.

[4] In addition, a THHCX PBX trunk, specified in 5.3.3, preceding, is required.

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5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

A. General

1. PBX Service is not provided on a one-way basis. Therefore, in-only or out-only trunks must be used in combinations which provide for two-way service for the PBX system.
2. Where PBX trunks are provided outside of the base rate area, a zone or locality rate area increment equal to the increment for individual line business service will apply.
3. Nonrecurring Change Charge

The following nonrecurring change charge applies, at the customer's request, unless otherwise specified, for all miscellaneous changes or rearrangements of PBX trunks:

	NONRECURRING CHARGE
	MAXIMUM CURRENT

- | | | |
|-----------------|---------|---------|
| • Per PBX trunk | \$65.00 | \$32.50 |
|-----------------|---------|---------|

4. Because calls cannot be received on out-only trunks, the Company will arrange with customers using these trunks to redirect incoming calls to a trunk which can receive calls or to make necessary custom local area signaling data base changes.
5. Loop Diversity and/or Avoidance defined in the Competitive Private Line Transport Services Price Cap Tariff are available with business trunks.
 - a. Customers subscribing to Loop Diversity must also have additional facilities for the diverse route.
 - b. Customers subscribing to Avoidance may be required to pay Foreign Central Office charges, as defined in Section 5 of the Competitive Private Line Transport Services Price Cap Tariff.

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5. EXCHANGE SERVICES

5.4 PREMIUM EXCHANGE SERVICES

5.4.3 CUSTOM CALLING SERVICES[1]

C.1. (Cont'd)

a. Custom Calling Services, each line

BUSINESS	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Abbreviated Access, one-digit			
- Each shared speed call list	EV5	\$58.50	\$19.50
- Each line arranged	EV4	0.75	0.25
• Abbreviated Access, two-digit			
- Each shared speed call list	EV9	88.50	29.50
- Each line arranged	EV8	0.75	0.25
• Call Forwarding			
- Busy Line (expanded)	FBJ	7.50	2.50
- Busy Line (external)	EVB	7.50	2.50
- Busy Line (overflow)	EVO	12.00	5.00 (I)
- Busy Line/Don't Answer (expanded)	FVJ	15.00	5.00
- Busy Line (external)/Don't Answer	EVF	15.00	5.00
- Busy Line (overflow)/Don't Answer	EVK	22.50	7.50
- Busy Line (programmable)	ERB	22.50	7.50
- Don't Answer	EVD	10.50	3.50
- Don't Answer (expanded)	FDJ	10.50	3.50
- Don't Answer (programmable)	ERD	12.00	4.00
- Variable	ESM	12.90	5.00 (I)
- No call completion option	FOQ	-	-

[1] A Basket 2 Service. See Preface Page 1, preceding.

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5. EXCHANGE SERVICES

5.4 PREMIUM EXCHANGE SERVICES

5.4.3 CUSTOM CALLING SERVICES[1]

C.1.a. (Cont'd)

BUSINESS	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Call Manager Connection	NLUBQ	\$58.35	\$19.45
- with Call Waiting	NLUBR	58.35	19.45
- with Call Waiting ID	NLUBT	58.35	19.45
- with U S WEST Receptionist	NLUBS	58.35	19.45
• Call Rejection	NSY	12.00	4.50 (I)
• Call Transfer	EO3	16.50	6.00
• Call Waiting	ESX	21.00	7.50
• CALLER ID WITH PRIVACY +	N6S	31.35	10.95
• Caller Identification - Name and Number	NNK	22.35	7.95
• Caller Identification - Number	NSD	22.35	7.95
• Continuous Redial	NSS	9.00	3.50 (I)
• Dial Call Waiting	WDD	5.70	1.90
• Dial Lock	OC4	10.35	3.95 (I)
• Directed Call Pick Up	PUN	2.25	0.75
• Directed Call Pick Up with Barge-In	PUQ	2.25	0.75
• Distinctive Alert	DHA	2.25	0.75
• Do Not Disturb	D7T	10.35	3.95 (I)
• Easy Access	SQAVX	2.19	0.73
• SECURITY SCREEN	RV1	8.10	2.70

[1] A Basket 2 Service. See Preface Page 1, preceding.

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5. EXCHANGE SERVICES

5.4 PREMIUM EXCHANGE SERVICES

5.4.3 CUSTOM CALLING SERVICES[1]

C.1.a. (Cont'd)

BUSINESS	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Hot Line	HLA	\$ 5.25	\$1.75
• Last Call Return	NSQ	7.50	3.10 (I)
• NO SOLICITATION	SB5	19.35	6.45
• Priority Call	NSK	9.00	3.00
• Remote Access Forwarding	AFD	21.75	7.95 (I)
• Scheduled Forwarding	ATF	24.75	8.95
• Selective Call Forwarding	NCE	9.00	3.50 (I)
• Selective Call Waiting	S7W, S7Y	22.50	7.50
• Speed Calling, 8-number capacity	E8C	7.50	3.10 (I)
• Speed Calling, 30-number capacity	E3D	12.00	5.00 (I)

[1] A Basket 2 Service. See Preface Page 1, preceding.

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5. EXCHANGE SERVICES

5.4 PREMIUM EXCHANGE SERVICES

5.4.3 CUSTOM CALLING SERVICES[1]

C.1.a. (Cont'd)

BUSINESS	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Talking Call Waiting[2]	TW1	\$ 10.35	\$ 3.45
• Three-Way Calling	ESC	10.50	4.35 (I)
• <i>US WEST</i> Receptionist			
- with Name & Number	EWY2X	43.65	14.45
- with Number only	EWY2O	43.65	14.45
- with CALLER ID WITH PRIVACY +	EWY29	52.35	17.45
• Warm Line	WLS	6.75	2.25
• Wireless Extension	HME	13.35	4.45

[1] A Basket 2 Service. See Preface Page 1, preceding.

[2] The rate for Talking Call Waiting is in addition to the rate for Call Waiting.

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5. EXCHANGE SERVICES

5.4 PREMIUM EXCHANGE SERVICES

5.4.3 CUSTOM CALLING SERVICES[1]

C.1. (Cont'd)

b. Custom Calling Services, per occurrence

	CHARGE		
	MAXIMUM	CURRENT	
• Call Trace, Pay per use basis per activation[2]			(T)
- Business	\$6.00	\$2.00	(T)
- Residence	6.00	2.00	
• Continuous Redial, Pay per use basis per activation[3]			(T)
- Business	2.25	0.75	(T)
- Residence	2.25	0.75	
• Last Call Return, Pay per use basis per activation[4]			(T)
- Business	2.25	0.75	(T)
- Residence	2.25	0.75	
• Three-Way Calling, Pay per use basis per activation[5]			(T)
- Business	2.25	0.75	(T)
- Residence	2.25	0.75	
• I-CALLED, Pay per use basis per activation			(T)
- Business	2.85	0.95	
- Residence	2.85	0.95	

[1] A Basket 2 Service. See Preface Page 1, preceding.

[2] Pay per use charge will not apply if the trace is not successful. (C)

[3] Pay per use charge applies per activation regardless of whether the call is completed. (N)

[4] Pay per use charge applies per activation regardless if the telephone number is correct or whether a return can be placed.

[5] Pay per use charge applies per activation regardless if the third party is added to the existing conversation. (N)

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5. EXCHANGE SERVICES

5.4 PREMIUM EXCHANGE SERVICES (CONT'D)

5.4.11 HUNTING SERVICE[1]

A. Description

Hunting Service is an optional arrangement available to customers with two or more individual line services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the customer's lines not busy. The following types of hunting arrangements are available: series and multiline (basic hunting), circular, and preferential.

B. Rates and Charges

1. The rate for each individual line arranged for Hunting Service is in addition to the regular individual line rate.
2. The following monthly increment is for business or residence Hunting Service.

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Business/Residence - Basic hunting, per access line	HTG	\$12.00	\$5.00 (I)

[1] A Basket 2 Service. See Preface Page 1, preceding.

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5. EXCHANGE SERVICES

5.7 DIRECTORY SERVICES

5.7.1 LISTING SERVICES[1]

L. Rates and Charges (Cont'd)

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
• Additional Listings, each			
- Business[2]	CLT	\$7.50	\$3.10 (I)
- Residence[2]	RLT	3.75	1.50
• Alpha Listing, each			
- Business	RNCAF	7.50	3.10
- Residence	RNCAF	3.75	1.50
• Client Main Listing, each			
- Business	LBS	7.50	3.10
- Residence	LRS	3.75	1.50
• E-Mail Address Listing, each			
- Residence	EM6	3.75	1.50
• URL Address Listing, each			
- Residence	NL1	3.75	1.50 (I)
• Listing Packages			
E-Mail/URL AddressListing, each			
- Residence	L9GEU	6.75	2.25
• Foreign Listings, each			
- Business[2]	FAL	—	[3]
- Residence[2]	FAL	—	[3]
• Informational Listings, each			
- Residence	XLL	\$3.75	\$1.50 (I)

[1] A Basket 2 Service. See Preface Page 1, preceding.

[2] For customers located in Area Code 520 who are experiencing problems with incoming call completion due to the Area Code 602/520 split, the monthly rate and nonrecurring charge for a Foreign Listing (USOCs: FAL,CLT,RLT) will be waived for customers in Area Code 520 who subscribe to *MARKET EXPANSION LINE* Service, as specified in 5.4.4.B.7.c., preceding.

[3] The Foreign Listing (FAL) in this State takes the appropriate Additional Listing (CLT or RLT) rate as shown above. Should the FAL be in another State, then that State's CLT or RLT rate apply.

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Per Decision No. 68604

5. EXCHANGE SERVICES

5.7 DIRECTORY SERVICES

5.7.7 CUSTOM NUMBER SERVICE[1]

B.2. (Cont'd)

- b. To reject any request for personalized numbers for any reason, including, but not limited to, numbers that may, in the Company's opinion, be offensive to good taste, limited by central office capacity or by relocation of a central office.
- c. Of ownership of all telephone numbers and prohibits the reassignment or resale of a telephone number by any customer.
3. The Company shall in no event be liable to any customer for direct, indirect or consequential damages caused by a failure of service, or inadvertent assignment of a requested number to another customer whether prior to or after establishment of service. In no event shall the Company be liable to any person, firm or corporation for any amount greater than such person, firm or corporation has actually paid to the Company for the Custom Number Service.
4. Telephone number requests for a specific telephone number are granted providing the requested telephone number is available, e.g., not assigned to a current customer, ready to be assigned and no equipment limitations exist. Requests for a specific telephone number will be honored on a first-come, first-served basis.

C. Charges

	USOC	NONRECURRING CHARGE	
		MAXIMUM	CURRENT
• Each number requested and provided			
- Residence	RNCSP	\$150.00	\$ 75.00
- Business	RNCSP	500.00	250.00

[1] A Basket 2 Service. See Preface Page 1, preceding.

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6. MESSAGE TELECOMMUNICATION SERVICE

6.2 STANDARD SERVICE OFFERINGS

6.2.4 DIRECTORY ASSISTANCE SERVICE

A. Directory Assistance (Cont'd)

2. Allowances

- a. A customer is allowed one directly dialed Directory Assistance call per month at no charge for each central office line or trunk, excluding PALs.
- b. Centrex customers receive one directly dialed Directory Assistance call per month at no charge for each eight Centrex main station lines or fraction thereof if the total number of stations is not divisible by eight.
- c. For School Centrex service, the Centrex allowance applies for administrative main station lines. The regular central office line allowance applies to each dormitory station line or special student billing number.
- d. The call allowance is not transferable between separate accounts of the same customer.

3. Charges

- a. In locations, including Public Access Lines, where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a mechanized or operator-assisted customer-dialed calling card call or operator-assisted station-to-station call, the appropriate charge, specified in 6.2.1, preceding, applies in addition to the Directory Assistance charge.

	CHARGE	
	MAXIMUM	CURRENT
• Each call dialed directly by customer[1]	\$1.15	\$1.15
• Each call placed from Public Access Lines[2]		
- Direct Dial	0.60	0.60
- Alternately Billed	1.15	1.15

[1] Effective 04-01-2001, the maximum charge of each call dialed directly by the customer into Directory Assistance will be \$1.15.

[2] See 6.2.1, preceding, for additional charge applications.

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6. MESSAGE TELECOMMUNICATION SERVICE

6.2 STANDARD SERVICE OFFERINGS

6.2.1 TWO-POINT MESSAGE TELECOMMUNICATION SERVICE (CONT'D)

E. Hearing or Speech Impaired Persons Discount

A 50% rate reduction will apply to all direct dialed long distance calls, within the same LATA in the state of Arizona, that originate from a teletypewriter or similar device from a residential line of a certified hearing or speech impaired customer or his or her immediate family.

F. Charge Determination

1. The charge for residence, business or miscellaneous MTS is determined by the:
 - Time of day and day of week
 - Duration of call
 - Class of call
2. MTS charges apply to calls placed to ScoopLine (SLS) on an MTS basis, in addition to the SLS call charges. The schedule is as follows:
 - **RESIDENCE** - Applies to customer-dialed station-to-station calls

DAY RATE PER MINUTE		EVENING/NIGHT/WEEKEND RATE PER MINUTE	
MAXIMUM	CURRENT	MAXIMUM	CURRENT
\$0.72	\$0.35 (I)	\$0.45	\$0.35 (I)

- **BUSINESS** - Applies to customer-dialed station-to-station calls

DAY RATE PER MINUTE		EVENING/NIGHT/WEEKEND RATE PER MINUTE	
MAXIMUM	CURRENT	MAXIMUM	CURRENT
\$0.78	\$0.37 (I)	\$0.78	\$0.37 (I)

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6. MESSAGE TELECOMMUNICATION SERVICE

6.2 STANDARD SERVICE OFFERINGS

6.2.8 OPERATOR VERIFICATION/INTERRUPT SERVICE

B. Terms and Conditions (Cont'd)

12. No charge will apply when the operator encounters a trouble condition or has reason to believe a trouble condition exists.
13. Requests which originate from stations equipped with *CUSTOMNET* Service will be completed and billed subject to applicable screening restrictions in addition to the regulations specified herein.
14. Verification and Interrupt Service is available only on an alternately billed basis (e.g. billed to a credit card) for Basic PALs, and alternately billed or coin deposit for Smart PALs.
15. Person-to-person service is not offered.

C. Charges

	CHARGE	
	MAXIMUM	CURRENT
• Verification, per request	\$ 9.00	\$3.00
• Interrupt, per request	18.00	6.00

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3. SERVICE CHARGES

3.1 MISCELLANEOUS NONRECURRING CHARGES (CONT'D)

3.1.10 EXPEDITED ORDER CHARGE

Individual Case ISDN Service and Uniform Access Solution (UAS) Service customers may request a service date that is prior to the standard interval service date as set forth in the Qwest Corporation Service Interval Guide (SIG). If the Company agrees to provide the service on an expedited basis, an Expedite Charge will apply as set forth in the Competitive Private Line Transport Services Price Cap Tariff. The customer will be notified of the Expedite Charge prior to the order being issued.

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13. CUSTOMER PREMISES WIRE AND MAINTENANCE PLANS

13.2 PREMISES WORK CHARGES (CONT'D)

D. Charges

1. Residence

a. Time and Material Charges
(Maintenance/Repair and
complex wire installation)

	USOC	NONRECURRING CHARGE MAXIMUM	CURRENT
• Schedule I			
Applicable to work performed during regularly scheduled business hours.			
- Initial 30 minute increment or fraction thereof	HRD11	\$120.00	\$60.00
- Additional 15 minute increment or fraction thereof	HRDA1	60.00	30.00
• Schedule II			
Applicable to work performed at hours other than Schedule I, excluding Sundays and holidays.			
- Initial 30 minute increment or fraction thereof	HRD12	140.00	70.00
- Additional 15 minute increment or fraction thereof	HRDA2	70.00	35.00

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6. OPERATOR SERVICES**6.2 OPERATOR SERVICES OFFERINGS(Cont'd)****6.2.6 OPTION D****A. Terms and Conditions**

Refer to 6.2.6 of the Arizona Tariff No. 2 for terms, conditions, and application of rates and charges.

B. Rates and Charges**1. Operator Services Surcharges – InterLATA/IntraLATA**

	CHARGE	
	INTERLATA	INTRALATA
Calling Card – Automated (0++)	\$0.95	\$0.95
Calling Card – Partially Assisted (0+-)	0.95	0.95
Calling Card – Fully Assisted (0--)	2.30	2.30
Credit Card – Automated (0++)	0.95	0.95
Credit Card – Partially Assisted (0+-)	0.95	0.95
Credit Card – Fully Assisted (0--)	2.30	2.30
Bill to Third Party – Automated (0++)	2.30	2.30
Bill to Third Party – Partially Assisted (0+-)	2.30	2.30
Bill to Third Party – Fully Assisted (0--)	3.80	3.80
Collect – Automated (0++)	2.30	2.30
Collect – Partially Assisted (0+-)	2.30	2.30
Collect – Fully Assisted (0--)	3.80	3.80
Person to Person – Partially Assisted (0+-)	4.50	4.50
Person to Person – Fully Assisted (0--)	6.50	6.50
Station to Station – Partially Assisted (0+-)	1.50	1.50
Station to Station – Fully Assisted (0--)	1.50	1.50

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REGULATIONS AND SCHEDULE OF CHARGES FOR
THE PROVISION OF COMPETITIVE
TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF ARIZONA

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Constance M. Simon
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Third Revised Sheet No. 59.6
Cancels Second Revised Sheet No. 59.6

SECTION 3 - BASIC BUSINESS LINE SERVICE continued

3.3 Basic Business Line Service continued

3.3.5 Maximum Rates and Charges

A. Maximum Rates and Charges for Non-IBL/VersiPak Customers (N)

<u>Term</u>	<u>Maximum</u>			
	<u>Monthly Charge</u>	<u>Move Charge</u>	<u>Change Charge</u>	<u>Restore Charge</u>
Monthly	ICB	ICB	ICB	ICB
12 Months	\$33.75	\$67.50	\$67.50	\$67.50
24 Months	\$32.70	\$67.50	\$67.50	\$67.50
36 Months	\$31.73	\$67.50	\$67.50	\$67.50
60 Months	\$31.05	\$67.50	\$67.50	\$67.50

B. Maximum Rates and Charges for Qualified IBL/VersiPak Customers (T)

	<u>12</u>	<u>24</u>	<u>36</u>	<u>60</u>
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Monthly Recurring Charge	\$55.50	\$50.25	\$45.00	\$40.50
Nonrecurring Charge	\$30.00	\$30.00	\$30.00	\$30.00
Move Charge	\$30.00	\$30.00	\$30.00	\$30.00
Change Charge	\$30.00	\$30.00	\$30.00	\$30.00
Restore Charge	\$30.00	\$30.00	\$30.00	\$30.00

(C)
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(C)

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ORIGINALSECTION 6 - SUPPLEMENTAL SERVICES *continued*6.9 Operator Services

6.9.1 Description

Local and long distance calls may be completed or billed with live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local and long distance calls may be placed on a station to station basis or to a specified party (see Person-to-Person), or designated alternate. Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to the usage charges, an operator assistance charge applies to each call.

6.9.2 Rates

(T)

	<u>Maximum Charge Per Call</u>
Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$1.28
Person-to-Person	\$5.25
Collect	\$1.95
Third Number Billed	\$1.95
All Other Operator Assistance	\$1.95

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Arizona C.C. Tariff No. 1
Original Sheet No. 112.33

SECTION 6 - SUPPLEMENTAL SERVICES *continued*

6.15 Busy Verification and Interrupt Service

(N)

6.15.1 Description of Service

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

A Verification Charge will apply when the operator verifies that the line is busy with a call in progress, or the operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is from an official public emergency agency.

6.15.2 Maximum Rates and Charges

Verification Charge, each request	\$4.50
Interrupt Charge, each request	\$9.50

(N)

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Arizona C.C. Tariff No. 1
Second Revised Sheet No. 112.4
Cancels First Revised Sheet No. 112.4

SECTION 6 - SUPPLEMENTAL SERVICES *continued*

6.1 Business Features *continued*

6.13 Maximum Rates and Charges

Feature	Maximum Monthly Recurring <u>Charges</u>	Maximum Nonrecurring <u>Charge</u>	
Three-Way Calling	\$5.40	\$10.00	
Call Forwarding	\$7.05	\$10.00	
- Busy			
- Don't Answer			
- Variable			
Call Waiting	\$10.05	\$10.00	
Speed Calling			
- 8 Number List	\$4.05	\$10.00	
- 30 Number List	\$6.75	\$10.00	
Call Transfer	\$8.10	\$10.00	
Caller ID with Number Delivery	\$10.05	\$10.00	
Caller ID Blocking (T)	\$0.00	\$10.00	
Last Call Return	\$4.05	\$10.00	
Calling Number Delivery	\$10.00	\$50.00	(D)
Calling Number Transmission	\$10.00	\$50.00	
Calling Name Transmission	\$10.00	\$50.00	
E911 CPN Management	ICB	ICB	
CARE CPN Management	ICB	ICB	(D)
Call by Call	\$10.00	\$50.00	(D)
			(D)
			(D)

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Arizona C.C. Tariff No. 1
Original Sheet No. 112.8

SUPPLEMENTAL SERVICES. (cont'd)

6.2 Blocking Service, (cont'd)

6.2.3 Maximum Rates and Charges

- A. Pricing for Blocking Service for a business Customer with more than 200 lines will be based on the costs incurred by the Company to provide the service on an individual case basis.
- B. Recurring and Nonrecurring Charges

Type of Blocking	Maximum Monthly Recurring Charges	Maximum Nonrecurring Charges
Call blocking Business (up to 200 Lines)	\$3.50	\$7.50
Toll Restriction; Business (up to 200 Lines)	\$3.50	\$7.50
Billing Restriction: Business (up to 200 Lines)	\$3.50	\$7.50

(N)

(N)

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Cancels Original Sheet No. 112.18

SECTION 6 - SUPPLEMENTAL SERVICES *continued*

6.3 Listings *continued*

6.3.4 Free Listing

These listings are free:

One listing for each individual line service, auxiliary line or PBX system will be provided at no charge

6.3.5 Rates and Charges

There is a monthly recurring and a onetime nonrecurring charge for premium listings. This charge takes effect as soon as the listing is shown in Directory Assistance Records. The maximum monthly rate for each individual listing is as follows:

<u>Type of Listing</u>	<u>Maximum Rate</u>	
	<u>Recurring</u>	<u>Nonrecurring</u>
Main Standard Listing	\$0.00	\$33.00
Additional Main Listing	\$0.00	\$ 7.50
Additional Listing	\$5.00	\$33.00
Secondary Listing	\$5.00	\$33.00
Extra Listing Lines	\$5.00	\$33.00
Alternate Call Listing	\$5.00	\$33.00
Alternate User Listing	\$5.00	\$33.00
Cross Reference Listing	\$5.00	\$33.00
Suite Listing	\$5.00	\$33.00

(N)

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SUPPLEMENTAL SERVICES. (cont'd)

6.4 Non-Published Service, (cont'd)

(N)

6.4.4 Maximum Rates and Charges, (cont'd)

Monthly Recurring Charge	\$ 2.70
Nonrecurring Charge	\$33.00

6.5 Non-Listed Service

6.5.1 Description

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

6.5.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The Customer indemnifies (i.e., promises to reimburse the company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

(N)

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SECTION 6 - SUPPLEMENTAL SERVICES *continued*

6.7 Hunting

6.7.1 Description

There are three types of Multi-Line Hunting (MLHG) available: Regular, Circular and Universal Call Distribution (UCD).

- A. Regular: Hunting starts with the dialed directory number and ends with last member of the hunt group.
- B. Circular: Hunting starts with the dialed directory number and ends with the terminal prior to the called directory number.
- C. Universal Call Distribution: When the main MLHG is called, the calls are distributed to the most idle member of the hunt group. If a terminal directory number is dialed, circular hunting is used.

6.7.2 Maximum Rates and Charges

(T)

Monthly Recurring Charge, Per Line: \$ 2.00

Nonrecurring Connection Charge, Per Line: \$20.00

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SECTION 6 - SUPPLEMENTAL SERVICES *continued*

6.8 Directory Assistance Service

6.8.3 Maximum Rates

Maximum Rate per Request	Maximum Charge <u>per Request</u>
Directory Assistance	\$0.90
National Directory Assistance	\$0.90
Directory Assistance Call Completion	\$0.52

(M)

(M)

Material now found on this sheet was previously located on Sheet 112.25.

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Arizona C.C. Tariff No. 1
Original Sheet No. 189

CURRENT PRICE LIST

(N)

Basic Business Line Service Charges (Section 3.3)

Nonrecurring

Connection Charges	
Per Line	\$45.00

Restoral Charge	
Per Line	\$45.00

Moves, Adds and Changes

Move	\$45.00
------	---------

Add	\$45.00
-----	---------

Change	\$ 0.00
--------	---------

Charges Associated with Premises Visit

Per Visit	ICB
-----------	-----

Monthly Recurring Charge

Term	ICB
Monthly	
12 Months	\$22.50
24 Months	\$21.80
36 Months	\$21.15
60 Months	\$20.70

(N)

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Time Warner Telecom of Arizona, L.L.C.

Arizona C.C. Tariff No. 1
Third Revised Sheet No. 190
Cancels Second Revised Sheet No. 190

CURRENT PRICE LIST continued

PBX Analog Trunk Service (Section 4.1)

A. Rates and Charges for Non-IBL/VersiPak Customers (Two-Way Service)

		12	24	36	60
	<u>Monthly</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Monthly Recurring Charge	ICB	\$34.65	\$32.95	\$31.25	ICB
Nonrecurring Charge	ICB	\$40.00	\$40.00	\$40.00	ICB
Move Charge	ICB	\$0.00	\$0.00	\$0.00	ICB
Change Charge	ICB	\$40.00	\$40.00	\$40.00	ICB
Restore Charge	ICB	\$0.00	\$0.00	\$0.00	ICB

(N)

B. Rates and Charges for Qualified IBL/VersiPak Customers

	12	24	36	60
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Monthly Recurring Charge	\$37.00	\$33.50	\$30.00	\$27.00
Nonrecurring Charge	\$0.00	\$0.00	\$0.00	\$0.00
Move Charge	\$0.00	\$0.00	\$0.00	\$0.00
Change Charge	\$20.00	\$20.00	\$20.00	\$20.00
Restore Charge	\$0.00	\$0.00	\$0.00	\$0.00

(C)

(C)

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Cancels First Revised Sheet No. 191

CURRENT PRICE LIST continued

PBX Digital Trunk Service (Section 4.2)

Digital Facility

1. Phoenix

Per Facility

	<u>Month</u> <u>to Month</u>	<u>12, 24, 36 or 60</u> <u>Month Term</u>
--	---------------------------------	--

Monthly Recurring Charge	\$ 200.00	\$200.00
Nonrecurring Charge	\$1,040.00	\$520.00
Move Charge	\$1,040.00	\$520.00
Change Charge	\$ 50.00	\$ 50.00
Restore Charge	\$1,040.00	\$520.00

2. Tucson

Monthly Recurring Charge	\$ 240.00	\$240.00
Nonrecurring Charge	\$1,040.00	\$520.00
Move Charge	\$1,040.00	\$520.00
Change Charge	\$ 50.00	\$ 50.00
Restore Charge	\$1,040.00	\$520.00

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ORIGINALCURRENT PRICE LIST continuedDirect Inward Dial Services (Section 4.3)

B. DID Service, Per Trunk (T)

Month-to-Month	ICB
12 Month Term	\$0.00
24 Month Term	\$0.00
36 Month Term	\$0.00
60 Month Term	\$0.00

C. DID Numbers (T)

	Monthly Recurring Charge	Nonrecurring Charge*	(T)
Initial Block of 10	\$1.50	\$10.00	
Additional Block of 10	\$1.50	\$10.00	
Initial Block of 100	\$15.00	\$100.00	
Additional Block of 100	\$15.00	\$100.00	

* Charge applies to each connection, move, change or restoral. (N)

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Arizona C.C. Tariff No. 1
Second Revised Sheet No. 193
Cancels First Revised Sheet No. 193

CURRENT PRICE LIST continued

Primary Rate ISDN (PRI) Service (Section 5.1)

A. Flat Primary Rate ISDN (PRI) Service

1. Phoenix

<u>Nonrecurring Charges – Initial</u>	<u>Month to</u> <u>Month</u>	<u>12, 24, 36 or 60</u> <u>Months</u>
ISDN PRI Group 1	\$2,000.00	\$1,000.00
ISDN PRI Group 2	\$2,000.00	\$1,000.00
ISDN PRI Group 3	\$2,000.00	\$1,000.00

<u>Nonrecurring Charges – Each Additional</u>	<u>Month to</u> <u>Month</u>	<u>12, 24, 36 or 60</u> <u>Months</u>
ISDN PRI Group 1	\$2,000.00	\$1,000.00
ISDN PRI Group 2	\$2,000.00	\$1,000.00
ISDN PRI Group 3	\$2,000.00	\$1,000.00

<u>Recurring Charges</u>	<u>Monthly</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
ISDN PRI Group 1	\$1,250.00	\$875.00 (R)	\$740.00 (R)	\$720.00 (R)	\$648.00
ISDN PRI Group 2	\$1,250.00	\$875.00 (R)	\$740.00 (R)	\$720.00 (R)	\$648.00
ISDN PRI Group 3	\$1,250.00	\$875.00 (R)	\$740.00 (R)	\$720.00 (R)	\$648.00

<u>PRI Move and Change Charges</u>	<u>Month</u> <u>to Month</u>	<u>12, 24, 36</u> <u>or 60 Months</u>
- Per Move	\$2,000.00	\$1,000.00
- Per Change	\$ 50.00	\$ 50.00
- Per Restoration	\$2,000.00	\$1,000.00

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Cancels Original Sheet No. 193.1

CURRENT PRICE LIST continued

Primary Rate ISDN (PRI) Service (Section 5.1) continued

A. Flat Primary Rate ISDN (PRI) Service *continued*

2. Tucson

<u>Nonrecurring Charges – Initial</u>	<u>Month to Month</u>	<u>12, 24, 36 or 60 Months</u>
ISDN PRI Group 1	\$2,000.00	\$1,000.00
ISDN PRI Group 2	\$2,000.00	\$1,000.00
ISDN PRI Group 3	\$2,000.00	\$1,000.00

<u>Nonrecurring Charges – Each Additional</u>	<u>Month to Month</u>	<u>12, 24, 36 or 60 Months</u>
ISDN PRI Group 1	\$2,000.00	\$1,000.00
ISDN PRI Group 2	\$2,000.00	\$1,000.00
ISDN PRI Group 3	\$2,000.00	\$1,000.00

<u>Recurring Charges</u>	<u>Monthly</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
ISDN PRI Group 1	\$1,250.00	\$875.00 (R)	\$740.00 (R)	\$720.00 (R)	\$648.00 (R)
ISDN PRI Group 2	\$1,250.00	\$875.00 (R)	\$740.00 (R)	\$720.00 (R)	\$648.00 (R)
ISDN PRI Group 3	\$1,250.00	\$875.00 (R)	\$740.00 (R)	\$720.00 (R)	\$648.00 (R)

<u>PRI Move and Change Charges</u>	<u>Month to Month</u>	<u>12, 24, 36 or 60 Months</u>
- Per Move	\$2,000.00	\$1,000.00
- Per Change	\$ 50.00	\$ 50.00
- Per Restoration	\$2,000.00	\$1,000.00

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CURRENT PRICE LIST continuedBusiness Features (Section 6.1)

<u>Feature</u>	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>	
Three-Way Calling	\$3.50	\$0.00	
Call Forwarding	\$4.70	\$0.00	
- Busy			
- Don't Answer			
- Variable			
Call Waiting	\$6.70	\$0.00	
Speed Calling			
- 8 Number List	\$2.70	\$0.00	
- 30 Number List	\$4.00	\$0.00	
Call Transfer	\$5.40	\$0.00	
Caller ID with Number Delivery	\$6.70	\$0.00	
Caller ID Blocking	\$0.00	\$0.00	
Last Call Return	\$2.70	\$0.00	
Calling Number Delivery	\$0.00	\$0.00	
Calling Number Transmission	\$0.00	\$0.00	
Calling Name Transmission	\$0.00	\$0.00	(N)
E911 CPN Management	\$0.00	ICB	
Care CPN Management	ICB	ICB	(N)
Call By Call	\$0.00	\$0.00	
Additional Trunk Groups			
- Up to 3	\$0.00	\$0.00	
- 4 or more	ICB	ICB	
Customer Originated Trace			(N)
Per Successful Trace	N/A	\$2.00	(N)

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Arizona C.C. Tariff No. 1
Original Sheet No. 196

CURRENT PRICE LIST

Blocking Service (Section 6.2)

Recurring and Nonrecurring Charges

<u>Type of Blocking</u>	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
Call blocking	\$0.00	\$0.00
Business (up to 200 Lines)		
Toll Restriction; Business (up to 200 Lines)	\$0.00	\$0.00
Billing Restriction: Business (up to 200 Lines)	\$0.00	\$0.00

(N)

(N)

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Arizona C.C. Tariff No. 1
First Revised Sheet No. 198
Cancels Original Sheet No. 198

CURRENT PRICE LIST *continued*

Non-Listed Service (Section 6.6)

Monthly Recurring Charge	\$ 1.45
Nonrecurring Charge	\$22.00

Hunting (Section 6.8)

Monthly Recurring Charge, Per Line:	\$ 0.00
Nonrecurring Connection Charge, Per Line:	\$ 0.00

Directory Assistance (Section 6.8)

Directory Assistance	\$0.60	(T)
National Directory Assistance	\$0.60	(N)
Directory Assistance Call Completion	\$0.35	(N)

Operator Services (Section 6.9)

Customer Dialed Calling Card	\$0.50
Operator Dialed Calling Card	\$0.85
Person-to-Person	\$3.50
Collect	\$1.30
Third Number Billed	\$1.30
All Other Operator Assistance	\$1.30

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Time Warner Telecom of Arizona, L.L.C.

Arizona C.C. Tariff No. 1
Original Sheet No. 198.5

CURRENT PRICE LIST *continued*

Busy Verification and Interrupt Service (Section 6.15)

Verification Charge, each request	\$3.00
Interrupt Charge, each request	\$6.00

(N)

(N)

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Sprint Communications Company L.P.

Arizona C.C. Local Exchange Tariff No. 4

Original Title Page 1

LOCAL EXCHANGE SERVICES

**TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF ARIZONA
ISSUED BY
SPRINT COMMUNICATIONS COMPANY L.P.**

Arizona Corporation Commission
Arizona C.C. Local Exchange Tariff No. 4

This Tariff Sprint Communications Company L.P. Arizona C.C. Local Exchange Tariff No. 4 replaces Arizona C.C. Local Exchange Tariff No. 1 in its entirety, effective February 1, 2003.

This Tariff contains the regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Sprint Communications Company, L.P. ("Sprint") within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission.

ISSUED:
December 27, 2002

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
February 1, 2003

**ADMINISTRATIVELY
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ORIGINAL

LOCAL EXCHANGE SERVICES

5. Business Local Exchange Service (Continued)5.1 Sprint Local BusinessSM

Sprint Local BusinessSM includes business Local Exchange Service with unlimited local calling. Long Distance calling is not included in this offering. The Customer may presubscribe to the long distance provider of their choice as specified in Section 6.8 of this Tariff.

<u>Rates and Charges</u>	<u>Maximum Rate</u>	<u>Current Rate</u>
Per Line, per month	\$240.00	\$59.95*

5.2 Sprint Complete Sense for BusinessSM

Sprint Complete Sense for BusinessSM includes unlimited business Local Exchange Service access lines, the Company's long distance (IntraLATA, Intrastate and Interstate) Dial-1 service, Touch Tone Calling Service, and certain custom calling features. Dial-1 service does not include usage from multi-party conference calls, calls to Directory Assistance, FÖNCARD service or operator service. Voice mail is included in certain bundled services and is available for an additional charge with other services.

The optional calling features included in Sprint Complete Sense for Business are described in Section 6.1 of this Tariff. Additional features as described in Section 6.1 may be subscribed to separately.

Service Connection Charges are waived for those customers who retain their existing telephone number when switching their service to the Company. This charge may apply if additional lines are transferred to the Company after the initial order.

- * Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to ADMINISTRATIVE charge.

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ORIGINAL
LOCAL EXCHANGE SERVICES

Original Page 63.6

5. Business Local Exchange Service (Continued)5.2 Sprint Complete Sense for BusinessSM (Continued)5.2.1 Sprint Complete Sense for BusinessSM BasicA. Description

Sprint Complete Sense for BusinessSM Basic includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable and Line Hunting;
3. Discounted Long Distance calling.

B. Rates and Charges

	Maximum Rate	Current Rate
- Sprint Complete Sense for Business Basic, per bundle, per month	\$160.00	\$39.95*
- Dial-1 minutes will be charged at the Sprint Business Flex SM With All Call All Day SM VI rates and other long distance services will be charged as specified in the Company's Arizona Tariff C.C. No. 2 and interstate Business located at http://www.sprint.com/ratesandconditions .		

- * This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to companion federal service and companion state service. Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to this monthly recurring charge.

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ORIGINAL**LOCAL EXCHANGE SERVICES**5. Business Local Exchange Service (Continued)5.2 Sprint Complete Sense for BusinessSM (Continued)5.2.2 Sprint Complete Sense for BusinessSM Basic with InternationalA. Description

Sprint Complete Sense for BusinessSM Basic with International includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable and Line Hunting;
3. Discounted Long Distance calling;
4. Discounted international calling.

B. Rates and Charges

	Maximum Rate	Current Rate
- Sprint Complete Sense for Business Basic with International bundle, per month	\$180.00	\$45.90*
- Dial-1 minutes will be charged at the Sprint Business Flex SM With All Call All Day SM VI rates and other long distance services will be charged as specified in the Company's Arizona Tariff C.C. No. 2 and interstate Business Schedule located at http://www.sprint.com/ratesandconditions .		
- International rates for all calls are charged as specified in the Company's interstate Business Schedule located at http://www.sprint.com/ratesandconditions .		

- * This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to companion federal service and companion state service. Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to this monthly recurring charge.

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LOCAL EXCHANGE SERVICES

5. Business Local Exchange Service (Continued)

5.2 Sprint Complete Sense for BusinessSM (Continued)

5.2.3 Sprint Complete Sense for BusinessSM Unlimited

A. Description

Sprint Complete Sense for BusinessSM Unlimited includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable and Line Hunting;
3. Unlimited any time Dial-1 minutes for IntraLATA toll, intrastate and interstate long distance calling.

B. Rates and Charges

	Maximum Rate	Current Rate
- Sprint Complete Sense for Business Unlimited, per bundle, per month	\$300.00	\$74.95*
- Unlimited IntraLATA toll, intrastate, and interstate Dial-1 calls as specified in the Company's Arizona Tariff C.C. No. 2 and interstate Business Schedule located at http://www.sprint.com/ratesandconditions .		

- * This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to companion federal service and companion state service. Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to this monthly recurring charge.

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Original Page 63.9

LOCAL EXCHANGE SERVICES5. Business Local Exchange Service (Continued)5.2 Sprint Complete Sense for BusinessSM (Continued)5.2.4 Sprint Complete Sense for BusinessSM Unlimited with InternationalA. Description

Sprint Complete Sense for BusinessSM Unlimited with International includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable and Line Hunting;
3. Unlimited any time Dial-1 minutes for IntraLATA toll, intrastate and interstate long distance calling;
4. Discounted international calling.

B. Rates and Charges

- | | | |
|---|---|---|
| - Sprint Complete Sense for Business Unlimited with International, per bundle, per month | <u>Maximum</u>
<u>Rate</u>
\$320.00 | <u>Current</u>
<u>Rate</u>
\$80.90* |
| - Unlimited IntraLATA toll, intrastate, and interstate Dial-1 calls as specified in the Company's Arizona Tariff C.C. No. 2 and interstate Business Schedule located at http://www.sprint.com/ratesandconditions . | | |
| - International rates for all calls are charged as specified in the Company's interstate Business Schedule located at http://www.sprint.com/ratesandconditions . | | |

* This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to companion federal service and companion state service. Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to this monthly recurring charge.

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ORIGINAL**LOCAL EXCHANGE SERVICES**5. Business Local Exchange Service (Continued)5.2 Sprint Complete Sense for BusinessSM (Continued)5.2.5 Sprint Complete Sense for BusinessSM PremiumA. Description

Sprint Complete Sense for BusinessSM Premium includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding-Variable, Line Hunting, Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling; and Speed Dial 8;
3. Unlimited any time Dial-1 minutes for IntraLATA toll, intrastate and interstate long distance calling;
4. Voicemail⁽¹⁾.

B. Rates and Charges

	Maximum Rate	Current Rate
- Sprint Complete Sense for Business Premium, per bundle, per month	\$360.00	\$89.95*
- Unlimited IntraLATA toll, intrastate, and interstate Dial-1 calls as specified in the Company's Arizona Tariff C.C. No. 2 and interstate Business Schedule located at http://www.sprint.com/ratesandconditions .		

- * This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to companion federal service and companion state service. Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to this monthly recurring charge.

⁽¹⁾ Voicemail is not regulated by the Commission.

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ORIGINAL**LOCAL EXCHANGE SERVICES**5. Business Local Exchange Service (Continued)5.2 Sprint Complete Sense for BusinessSM (Continued)5.2.6 Sprint Complete Sense for BusinessSM Premium with InternationalA. Description

Sprint Complete Sense for BusinessSM Premium with International includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Call Forwarding - Variable, Line Hunting, Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling; and Speed Dial 8;
3. Unlimited any time Dial-1 minutes for IntraLATA toll, intrastate and interstate long distance calling;
4. Discounted international calling;
5. Voicemail⁽¹⁾.

B. Rates and Charges

- | | | |
|---|---|---|
| - Sprint Complete Sense for Business Premium with International, per bundle, per month | Maximum
Rate
<hr/> \$380.00 | Current
Rate
<hr/> \$95.90* |
| - Unlimited IntraLATA toll, intrastate, and interstate Dial-1 calls as specified in the Company's Arizona Tariff C.C. No. 2 and the interstate Business Schedule located at http://www.sprint.com/ratesandconditions . | | |
| - International rates for all calls are charged as specified in the Company's interstate Business Schedule located at http://www.sprint.com/ratesandconditions . | | |

* This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to companion federal service and companion state service. Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to this monthly recurring charge.

⁽¹⁾ Voicemail is not regulated by the Commission.

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LOCAL EXCHANGE SERVICES

Original Page 64.3

6. Miscellaneous Services and Rates (Continued)6.1 Optional Calling Features (Continued)6.1.2 Rates

- A. The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

	<u>Per Feature Activation Charge</u>
Call Return (*69)	\$0.75
Repeat Dialing (*66)	0.75

(M)

(M)

- B. The following features are available to local exchange Customers who are subscribed to Sprint Complete Sense for BusinessSM bundles where facilities and services permit.

(N)

	<u>Monthly Rate</u>	
	<u>Residence</u>	<u>Business</u>
<i>Caller ID with Name and Number</i>	*	\$4.00
<i>Call Waiting with Caller ID</i>	*	4.00
<i>Three Way Calling</i>	*	4.00
<i>Speed Dial 8</i>	*	4.00
<i>Call Forwarding-Variable</i>	N/A	*
<i>Line Hunting</i>	N/A	*
<i>Business Feature Pack</i>	N/A	12.00

(N)

- * This feature is only available with Sprint Complete SenseSM bundles as specified in Sections 4.2 and 5.2 of this Tariff.

(M) Material now appearing on this page previously appeared on Original Page 56.

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LOCAL EXCHANGE SERVICES

6. Miscellaneous Services and Rates (Continued)6.2 Service Connection Charges (Continued)6.2.6 Rates

	<u>Maximum Residence Rates</u>	<u>Current Residence Rates</u>	<u>Current Business Rates</u>	<u>Maximum Business Rates</u>	
<u>Service Order Charges</u>					
Primary Service Connection Charge	*	*	\$69.99**	\$280.00	(N)
Secondary Service Connection Charge	*	*	55.00**	210.00	(N)
Transfer of Service Charge, Primary Line	\$300.00	89.99	89.99	300.00	
Transfer of Service Charge, Secondary Line	250.00	75.00	75.00	250.00	
<u>Change Order Charges</u>					
Toll Restriction	40.00	9.99	9.99	40.00	
Change Order – Subsequent Charge	40.00	9.99	9.99	40.00	
Telephone Number Change Order	40.00	9.99	9.99	40.00	
Listing Change Charge	40.00	9.99	9.99	40.00	
Sprint Complete Sense Change Charge	40.00	9.99	9.99	40.00	
Feature Pack Change Charge	40.00	9.99	9.99	40.00	
<u>Record Change Charge</u>	20.00	0.00	0.00	20.00	
<u>Miscellaneous Charges</u>					
Duplicate Invoice, per invoice	20.00	5.00	5.00	20.00	
<u>Restoration of Service Charge</u>					
Per Occasion	120.00	29.99	29.99	120.00	

* Service Connection charges are listed with the rates for each specific service tariffed.

** *The Service Connection Charge is waived for those customers who retain their existing telephone number when switching their service to the Company. This charge may apply if additional lines are transferred to the Company after the initial order.*

(N)

(N)

APPROVED FOR FILING

ISSUED:
August 20, 2003

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
September 22, 2003

ORIGINAL**LOCAL EXCHANGE SERVICES****6. Miscellaneous Services and Rates (Continued)**

(T)

6.5 Listing Services (Continued)

(T)

6.5.8 Rates and Charges

(T)

	<u>Monthly Rate*</u>			
	<u>Maximum Residence</u>	<u>Residence</u>	<u>Business#</u>	<u>Maximum Business</u>
Initial Listing	\$8.00	\$0.00	\$0.00	\$8.00
Non-Published Service	10.00	2.00	3.50	10.00
Non-Listed Service	10.00	2.00	3.50	10.00
Additional Listing	N/A	N/A	2.50	10.00
Toll Free Directory Listing	N/A	N/A	30.00	120.00
Straight Line Under Listings	N/A	N/A	10.00	40.00
Additional Primary Caption	N/A	N/A	10.00	40.00
Alternate Listings	N/A	N/A	6.00	25.00

(N)

(N)

* For nonrecurring charges associated with a customer-initiated change in or addition to a directory listing, see Section 6.2.6 of this Tariff.

Available with Sprint Complete Sense for BusinessSM bundles.

(N)

ISSUED:
June 30, 2003

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

ADMINISTRATIVELY
~~APPROVED FOR FILING~~
EFFECTIVE:
August 1, 2003

ORIGINAL
LOCAL EXCHANGE SERVICES**6. Miscellaneous Services and Rates (Continued)**

(T)

6.7 Caller ID Blocking

(T)

Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Caller ID Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.

6.7.1 Rates and Charges

(T)

	Maximum Monthly <u>Rate</u>	Monthly <u>Rate</u>	
Caller ID Blocking – Per Call	\$10.00	\$0.00	(T)

ADMINISTRATIVELY
APPROVED FOR FILING

ISSUED:
June 30, 2003

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
August 1, 2003

ORIGINAL**LOCAL EXCHANGE SERVICES****6. Miscellaneous Services and Rates (Continued)**

(T)

6.8 Presubscribed Interexchange Carrier Change Charge

(T)

Customers may presubscribe *non-bundled Local Exchange Service* lines to their long distance provider of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge. Customers who request a change in intraLATA and interLATA carriers on the same order will be assessed a single charge per line.

(T)

	<u>Maximum Rate</u>	<u>Nonrecurring Charge</u>
Per line	\$20.00	\$5.00

6.9 Local Number Portability

(T)

Local Number Portability (LNP) provides local exchange service customers the ability to (1) retain the same telephone number when changing from one local telephone service provider to another while remaining at the same service location and (2) complete calls to ported telephone numbers regardless of where the call originates.

The LNP End User Charge is designed to recover the charges incurred by the Company related to the provision of long-term number portability. The LNP End User Charge is assessed *per local* exchange service line.

(T)

	<u>Maximum Monthly Rate</u>	<u>Monthly Rate</u>
- LNP End User Charge, Per Line	\$1.80	\$0.43

(N)

(N)

6.10 Network Access Surcharge

(T)

The Network Access Surcharge compensates for the Company's cost of installation and maintenance of the components that link the End User location to the telephone network. The Network Access Surcharge is assessed *per local* exchange service line.

(T)

	<u>Maximum Residence</u>	<u>Monthly Rate</u> <u>Residence</u>	<u>Business</u>	<u>Maximum Buisiness</u>
<i>Network Access Surcharge</i>				
<i>Initial Line</i>	\$10.00	\$6.50	\$6.50	\$15.00
<i>Each Additional Line</i>	\$10.00	\$6.60	\$6.60	\$15.00

(N)

(N)

ADMINISTRATIVELY
APPROVED FOR FILING

ISSUED:
June 30, 2003

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
August 1, 2003

LOCAL EXCHANGE SERVICES

100. Obsolete Service Offerings

(T) (M)

100.1 Sprint Complete Sense UnlimitedSM

(T)

A. Description

Sprint Complete Sense UnlimitedSM includes the following:

1. Local Exchange Service with unlimited local calling;
2. Custom Calling Features: Caller ID with Name and Number, Call Waiting with Caller ID, Three-Way Calling, and Speed Dial 8;
3. Voice Mail¹;
4. Unlimited any time Dial-1 minutes for IntraLATA toll, intrastate and interstate long distance calling.

B. Rates and Charges

	Maximum Rate	Current Rate
Sprint Complete Sense Unlimited, Per bundle, per month	\$219.00	\$54.99*
Primary Service Connection Charge, per line	279.00	69.99**
Secondary Service Connection Charge, per line	220.00	55.00**

Unlimited IntraLATA toll, in-state, and interstate Dial-1 calls as specified in the Company's Arizona Tariff C.C. No. 2 and interstate Consumer Rates and Conditions located at <http://www.sprint.com/ratesandconditions>.

* This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to companion federal service and companion state service. Charges such as (but not limited to) service connection and other nonrecurring charges, operator assistance, directory assistance, directory listings, data surcharge, blocking options, taxes, surcharges, and per use charges may be applicable in addition to this monthly recurring charge.

** The Service Connection Charge is waived for those Customers who retain their existing telephone number when switching their service to the Company. This charge may apply if additional lines are transferred to the Company after the initial order.

¹Voice mail is not regulated by the Commission.

(M)

Effective October 1, 2003, Sprint Complete Sense Unlimited will no longer be available to new customers.

(N)
(N)

(M) Material appearing on this page previously appeared on 2nd Revised Page 59.

ADMINISTRATIVELY
APPROVED FOR FILING

ISSUED:
August 27, 2003

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
October 1, 2003

ATTACHMENT "C"

PROPOSED RATE COMPARISON SPREADSHEET

MONTHLY RECURRING CHARGES

<u>Service</u>	<u>Arizona</u>	<u>New Mexico</u>	<u>Nevada</u>	<u>California</u>
Business Line Local only	\$37.50	\$38.23	\$28.25	\$26.22
Business Line Local plus Long Distance	\$30.50	\$31.23	\$21.25	\$19.22
Analog PBX Trunk Local only	\$68.00	\$54.04	N/A**	\$24.25*
Analog PBX Trunk plus Long Distance per trunk	\$61.00	\$54.04	N/A**	\$17.25*
DID CO Termination per trunk	\$50.25	\$50.25	N/A**	\$7.50
Call Forward Busy	\$6.00	\$7.50	\$1.40	\$3.00
Call Forward Don't Answer	\$3.75	\$3.75	\$1.40	\$3.75
Call Forward Busy/Don't Answer	\$9.00	\$6.50	\$4.60	\$5.25
Call Waiting	\$7.00	\$7.00	\$6.30	\$3.75
Speed Dial	\$2.75	\$2.75	\$3.70	\$3.75
Caller ID	\$7.50	\$7.50	\$9.90	\$7.25
Vanity Number	\$9.25	\$9.25	NC	NC

* This rate is in addition to local usage charges.

** Matrix does not offer Analog PBX in Nevada.

ATTACHMENT "D"

COPY OF MATRIX TARIFF FILING



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2006 NOV 20 P 2:10

AZ CORP COMMISSION
DOCUMENT CONTROL

RETURN
COPY

November 17, 2006

VIA FEDERAL EXPRESS
STANDARD OVERNIGHT

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
602-542-3477

T-03228A-06-0706

Re: *Matrix Telecom, Inc d/b/a Matrix Business Technologies Filing Local Tariff No 2*

To Whom It May Concern:

osed, please find an original and thirteen (13) copies of Matrix Telecom, Inc's Local Tariff No. 2.

Tariff No. 2 is being filed to revise Local Tariff No. 1 and also to introduce Matrix Telecom, Inc.'s adoption of assumed name, Matrix Business Technologies.

To indicate receipt, please date stamp the extra copy and return to me via the enclosed self addressed stamped envelope. If you have any further questions, please contact me at (214) 231-4481 or email at rhunt@matrixbt.com.

Sincerely,

A handwritten signature in cursive script that reads "Renee Hunt".

Renee Hunt
Regulatory Assistant

Enclosures

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
IN THE STATE OF ARIZONA

Issued: November 6, 2006

Effective: December 10, 2006

Scott Klopach,
Vice President of Regulatory Affairs and General Counsel
Matrix Telecom, Inc. d/b/a Matrix Business Technologies
7171 Forest Lane, Suite 700
Dallas, TX 75230
800-406-0705
www.matrixbt.com

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Matrix Telecom, Inc d/b/a Matrix Business ("the Company") in the serving areas defined herein.

(T)

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Matrix Telecom, Inc d/b/a Matrix Business Technologies at 7171 Forest Lane, Suite 700, Dallas, Texas 75230.

(N)

(N)

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

- C To indicate changed regulation.
- D To indicate discontinued rate or regulation.
- I To indicate increased rate.
- M To indicate a move in the location of text.
- N To indicate new rate or regulation.
- R To indicate reduced rate.
- S To signify reissued matter (N)
- T To indicate a change in text but no change in rate or regulation.

EXPLANATION OF TERMS

ADVANCE PAYMENT

Part or all of a payment required before the start of service.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

EXPLANATION OF TERMS (cont'd)

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXPLANATION OF TERMS (cont'd)

(T)

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

(T)

EXPLANATION OF TERMS (cont'd)

LOCAL SERVICE

Telephone exchange service within a local calling area.

MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

PBX

A private branch exchange.

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

RATE CENTER

Company-designated service locations from which service is rendered or rated.

RECURRING CHARGES

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

EXPLANATION OF TERMS (cont'd)

SERVICE ORDER

The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice verse. A customer will be able to access the state provider to complete such calls.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

SECTION 1- REGULATIONS

1.1 Undertaking of the Company

1.1.1 The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. (T)

1.1.2 The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. (T)

1.1.3 The Company will provide a toll-free number giving Customers access to service personnel during regular business hours. (T)

1.1.4 The Company will comply with any applicable quality of service requirements according to Arizona laws and rules. (T)

SECTION 1- REGULATIONS (cont'd)**1.2 Terms and Conditions**

- 1.2.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company. (T)
- 1.2.2 Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination. (T)
- 1.2.3 This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for the State's choice of laws provisions. (T)
- 1.2.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company. (T)
- 1.2.5 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. (T)
- 1.2.6 In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice. (T)
- 1.2.7 Customer shall not connect any equipment to the Company's network, except with at least ten (10) days prior written notice to the Company. (T)

SECTION 1- REGULATIONS (cont'd)**1.3 Notification of Service Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

1.4 Provision of Equipment and Facilities

1.4.1 The Company will make reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 1.5 of this tariff. (T)

1.4.2 The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. (T)

1.4.3 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. (T)

SECTION 1- REGULATIONS (cont'd)

1.4 Provision of Equipment and Facilities (cont'd)

1.4.4 Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided. (M)

1.4.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for: (T)

A the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or (T)

B the reception of signals by Customer provided equipment; or (T)

C network control signaling where such signaling is performed by Customer provided network control signaling equipment. (T)

1.4.6 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. (T)

SECTION 1- REGULATIONS (cont'd)**1.5 Liability of the Company**

1.5.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. (T)

1.5.2 The Company's liability for willful misconduct, if established as a result of liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of this tariff, the Company's liability, if any, shall be limited as provided herein. (T)

1.5.3 The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving: (T)

A claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication; (T)

B claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or (T)

C claims for loss of profit; or (T)

D all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff. (T)

SECTION 1- REGULATIONS (cont'd)**1.5 Liability of the Company (cont'd)**

1.5.4 The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control. (T)

1.5.5 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability. (T)

1.5.6 With Respect to Emergency Number 911 Service (T)

A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

SECTION 1- REGULATIONS (cont'd)

(M)(C)

1.5 Liability of the Company (cont'd)

1.5.7 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
 - (i) **Free Listings:** For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - (ii) **Charge Listings:** For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs
 - (iii) **Operator Records:** For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

(M)(C)

SECTION 1- REGULATIONS (cont'd)

(M)(C)

1.5 Liability of the Company (cont'd)

1.5.7 With Respect to Directory Listings (cont'd)

- (iv) **Credit limitation:** The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (v) **Definitions:** As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (vi) **Notice:** Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

1.5.8 With Respect to Caller ID Blocking

- A The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

(M)(C)

SECTION 1- REGULATIONS (cont'd)**1.6 Directory Listings**

The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories. (T)

When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above. (T)

In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged. (T)

The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein. (T)

SECTION 1- REGULATIONS (cont'd)**1.7 Interruptions in Service**

An interruption is deemed to have occurred when the phone lines of the underlying carrier are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Repairs

The Company's underlying provider shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

- A Interruptions of more than 24 hour periods which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified there under for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

SECTION 1- REGULATIONS (cont'd)

(M)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
- (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company.

1.8 Obligations of the Customer

1.8.1 Customer Responsibility

The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this Tariff;
- (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

1.8.2 Claims

A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

(M)

SECTION 1- REGULATIONS (cont'd)

(M)

1.8 Obligations of the Customer (cont'd)**1.8.3 Station Equipment**

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1.8.4 Interconnection of Facilities

- A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which are applicable to such connections.
- C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

(M)

SECTION 1- REGULATIONS (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.5 Inspections

- A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities. No credit will allowed for any interruptions occurring during such inspections.
- B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 1- REGULATIONS (cont'd)

1.9 Payment Arrangements

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

1.9.1 Taxes and Surcharges

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes or surcharges imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

(D)

SECTION 1- REGULATIONS (cont'd)**1.9 Payment Arrangements (cont'd)****1.9.2 Bills and Collection of Charges**

(T)

- A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B All service, installation, monthly recurring charges and non-recurring charges are due and payable upon receipt.
- C For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5%, or lower if required by law, per month shall apply to amounts shown on a monthly bill which remain after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for payment of all such fees and expenses reasonably incurred.
- E A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts. (R)
- F If Customer chooses to place calls or receives calls via a non-Matrix Telecom affiliated carrier, the Company will not be liable for any charges related to such calls (T)

SECTION 1- REGULATIONS (cont'd)

1.9 Bills and Collection of Charges (cont'd)

(T)

1.9.3 Disputed Bills

- A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

1.10 Discontinuance of Service

- A The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance of service.
- B Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

1.10.1 Discontinuance of Service by the Company

(S)

- A The Company may discontinue or suspend service to Customer without prior written notice without incurring liability for the following reasons:
 - (i) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel; or

- (ii) The Company has evidence of tampering or evidence of fraud.

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SECTION 1- REGULATIONS (cont'd)

1.10 Discontinuance of Service

1.10.1 Discontinuance of Service by the Company

B The Company may discontinue or suspend service to Customer upon no less than 5 days written notice without incurring liability for the following reasons:

- (i) Customer violation of any of the provisions of this tariff, and/or violation of the Commission's rules and regulations;
- (ii) Failure to pay a bill for service;
- (iii) Failure to meet or maintain the Company's credit and deposit requirements;
- (iv) Failure of the Customer to provide the Company reasonable access to its equipment and property;
- (v) Customer breach of contract for service between the Company and the customer;
- (vi) When necessary for the utility to comply with an order of any governmental agency having such jurisdiction;
- (vii) Unauthorized resale of service.

1.10.2 Discontinuance of Service by Customer

A If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff, all costs, fees, and expenses incurred in connection with:

- (i) all non-recurring charges reasonably expended by Company to establish service to Customer, plus
- (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (iii) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

SECTION 1- REGULATIONS (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.3 Cancellation of Application for Service

- A Where, prior to cancellation by Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- B Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C The special charges described above will be calculated and applied on a case-by-case basis.

1.11 Restoration of Service

When Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

1.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

SECTION 1- REGULATIONS (cont'd)

1.13 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

1.14 Promotional Offers

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

1.15 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

1.16 Customer Service

Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free at 888-411-0111.

SECTION 2 – SERVICE DESCRIPTIONS

2.1 Local Service

2.1.1 General

- A Matrix Telecom, Inc. d/b/a Matrix Business Technologies' local service enables the Customer to:
- (1) receive calls from other stations on the public switched telephone network;
 - (2) place calls to other stations on the public switched telephone network;
 - (3) access the Company for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
 - (4) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B The local calling area will be the same as that used by the incumbent local exchange company, a description of which can be found in the telephone directory published by the incumbent local exchange company.
- C Service will be offered in the service areas in which the Company has been certified by the Arizona Public Utilities Commission.

(T)

(D)

(D)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

(S)

2.2 Features

2.2.1 General

The following features will be available on all lines. Not all features are compatible with certain key sets and PBX systems.

A Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user is charged any applicable usage charges for the re-routed call. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

B Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

C Call Forward Don't Answer

This optional feature allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

(S)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

(S)

2.2 Features (cont'd)**2.2.1** General (cont)**D** **Call Return**

Allows a customer to automatically redial the telephone number of the last incoming call to that line, regardless of whether the call was answered, unanswered, or busy. After the recall is activated, and unless the number is blocked as described below, an announcement of the number is provided to the customer, who then has the choice of either continuing the recall by entering a code, or terminating the recall by hanging up. If the redialed number is busy, a distinctive ring alerts the customer when the number becomes available. If the telephone number of the last incoming call has been blocked through the use of a service such as Caller ID Blocking, the number cannot be redialed.

E **Call Trace**

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

F **Call Transfer**

Allows Customer to transfer an incoming call to a third party or to add a third party to an existing call, forming a three-party connection. The original party can then leave the call without disconnecting the other parties. Calls can be transferred to any number in the North American Dialing Plan (1-NPA-NXX-XXXX type numbers).

(S)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

(S)

2.2 Features (cont'd)

2.2.1 General (cont)

G Call Waiting

Provides a tone to notify customer on an existing call that a second call is waiting.

H Caller ID

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment.

I Continuous Redial

Allows a customer to automatically redial the last telephone number dialed. If the called number is busy, the number is redialed for a limited period of time.

J Direct Connect Line

Allows a customer to automatically dial a pre-designated number whenever the originating telephone goes off-hook. This feature is assigned to a phone which is used only for this purpose.

(S)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

(S)

2.2 Features (cont'd)**2.2.1 General (cont)****K Hunting**

This optional feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer

L Remote Call Forward

Allows the Customer to automatically forward calls from one telephone number to another. The Customer is charged any applicable usage charges on the forwarded call.

M Third Number/Collect Blocking

Allows a Customer to block calls from being billed to individual stations, either on a third-number basis, or on a collect basis.

N Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

O Toll Blocking

Allows the user to restrict long distance outgoing calls on each line equipped.

(S)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

2.2 Features (cont'd)

2.2.2 Terms and Conditions

- A Per call blocking and unblocking shall be offered at no charge. Per line blocking shall be offered at no charge for the first request of each Customer. Domestic violence programs and law enforcement agencies shall always be offered per line blocking at no charge.
- B The results of a call trace will be furnished only to law enforcement agencies or authorities upon proper request by them.
- C Disclosure of telephone number may occur when caller subscribes to Caller Identification or Automatic Call Back. Call blocking, on either a per call or per line basis, prevents the delivery of this information.

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(D)

(D)

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SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

2.3 Directory Listings

2.3.1 Description

Directory listings will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- A **Primary Listing.** A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- B **Additional Listings.** Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- C **Non-Published Listings.** Non-published listings are not printed in directories nor are they available from directory assistance. Non-published listings are subject to the provisions set forth in Sections 1.2 and 1.6;
- D **Non-Listed Numbers.** Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
- E **Foreign Listings.** A foreign listing is one which is published in a directory not in the Customer's immediate calling area.
- F **Extra Line Listings.** Provides additional information after main or additional listings.
- G **Cross Reference Listing.** This provides a reference to another listing in the same directory.

(D)

(D)

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SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

2.4 Directory Assistance

2.4.1 Description

The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.

(D)

2.4.2 Directory Assistance Credits

A Credit will be given for calls to Directory Assistance as follows:

- 1 The Customer experiences poor transmission or is cut-off during the call; or
- 2 The Customer is given the incorrect telephone number.

B To obtain credit, the Customer must contact their Customer Service representative at 888-411-0111.

(T)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

(T)

2.5 Operator Services**2.5.1 General**

The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city codes, area code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

- A **Third Party Billing.** Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- B **Collect Calls.** Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C **Person to Person.** Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- D **Station to Station.** Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- E **Busy Line Verification.** Provides the customer with the verification that a line is busy and not otherwise disrupted.
- F **Busy Line Interrupt.** Provides the customer with the option of interrupting a line that has been verified to be busy.

(T)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

2.6 Presubscription

(D)

A Customer may presubscribe to the intraLATA and/or interLATA carrier of their choice for long distance calling.

(D)

(D)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)**2.7 Service Restoration Charge**

When service has been discontinued in accordance with the provisions of this tariff, and Customer wishes to restore service, a Service Restoration Charge will apply.

(D)

2.8 Vanity Number

When a customer requests a specific number (e.g. 555-TOYS), and the number is available, a charge will apply when the Company provides the service of retrieving and providing said number.

2.9 Private Branch Exchange (PBX) Service

(T)

2.9.1 Description

The Company's PBX Service uses PBX Trunks to connect to a customer PBX system or other similar equipment. This service provides customers with unrestricted local calling and carrier access. The Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks.

(D)

2.9.2 Rearrangement of PBX Service

A non-recurring per account charge will apply to effect changes to a PBX trunking arrangement. Such changes may include, but are not limited to, trunk hunting sequence, a change in signaling arrangement, etc. These Rates can be found in Sections 3 & 4, herein.

(D)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

2.10 Direct Inward Dial (DID) Service¹

- 2.10.1 DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX trunks. DID Service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID central Office termination and DID number blocks apply in addition to charges specified for PBX Trunks. One additional termination charge applies for each DID-equipped PBX Trunk. Telephone numbers are furnished in blocks of 20. Blocks of number groups will be determined at the sole discretion of the Company's resources. Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

(M)

¹ Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines or telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf.

(M)

SECTION 2 – SERVICE DESCRIPTIONS
(CONT'D)

2.11 Moves, Adds and Changes

2.11.1 Non-recurring Installation Charges as described in Sections 3 & 4 of this tariff will be applied per line when a Customer moves to a new address within the same local exchange.

2.11.2 Non-recurring charges as described in Sections 3 & 4 of this tariff will be applied per line when a Customer requests any changes or additions to an existing account.

(T)

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Issued: November 6, 2006

Effective: December 10, 2006

Scott Klopach,
Vice President of Regulatory Affairs and General Counsel
Matrix Telecom, Inc. d/b/a Matrix Business Technologies
7171 Forest Lane, Suite 700
Dallas, TX 75230
800-406-0705
www.matrixbt.com

SECTION 3 - RATES – BUSINESS SERVICES

(N)

3.1 Business Service Monthly Recurring Charge

Business Line Local Only	\$37.50 per line
Business Line Local plus Long Distance ¹	\$30.50 per line
Analog PBX Trunk Local Only	\$68.00 per trunk
Analog PBX Trunk plus Long Distance ¹	\$61.00 per trunk
DID CO Termination	\$50.25 per trunk

3.2 Initial Service Conversion Charge

\$26.00 per business line or trunk converted, non-recurring
\$57.00 per DID CO termination per trunk, non-recurring

3.3 Installation Charge

\$52.50 per business line installed, non-recurring
\$53.00 per trunk installed, non-recurring

(N)

¹ When a Customer chooses to use the Company's Long Distance in addition to its local service, the Customer receives a \$7.00 subsidy on local service.

SECTION 3 - RATES - BUSINESS SERVICES (cont)

(M)

3.4 Features

	Monthly Recurring Charge	Non Recurring Charge	Per Usage Charge
Call Return	\$0.00	\$0.00	\$0.75
Continuous Redial	\$0.00	\$0.00	\$0.75
Call Trace	\$0.00	\$0.00	\$2.00
Three-way Conference Calling	\$3.75	\$12.25	\$2.00
Hunting-per Business Line	\$6.00	\$12.25	\$0.00
Hunting-per Analog Trunk	\$7.50	\$12.25	\$0.00
3 rd # Billed/Collect Blocking	\$7.00	\$12.25	\$0.00
Call Forward Variable	\$4.50	\$12.25	\$0.00
Call Forward Busy Line	\$6.00	\$12.25	\$0.00
Call Forward Don't Answer	\$3.75	\$12.25	\$0.00
Call Forward Busy Line/Don't Answer	\$9.00	\$12.25	\$0.00
Call Waiting	\$7.00	\$12.25	\$0.00
Speed Dial	\$2.75	\$12.25	\$0.00
Speed Dial, Expanded	\$4.25	\$12.25	\$0.00
Caller ID (Name and Number)	\$7.50	\$12.25	\$0.00
Vanity Number	\$9.25	\$230.00	\$0.00
Ground Start	\$0.00	\$12.25	\$0.00
Toll Restrict Blocking	\$4.75	\$26.00	\$0.00
Third # and Collect Blocking	\$7.00	\$12.25	\$0.00
Change Call Blocking	\$0.00	\$0.00	\$0.00
Change Class Blocking	\$0.00	\$12.25	\$0.00
Call Forward w/ Remote Access	\$7.75	\$12.25	\$0.00
Per Use Blocking	\$0.00	\$12.25	\$0.00

3.5 DID Number Groups

	Monthly Recurring Charge	Non-recurring Charge
20 numbers per group	\$2.75	\$18.75

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SECTION 3 - RATES – BUSINESS SERVICES (cont)

(M)

3.6 Directory Listings

	Monthly Recurring Charge	Non - Recurring Charge
Primary Listing	\$0.00	\$0.00
Additional Listing	\$2.75	\$20.75
Cross Reference Listing	\$2.75	\$20.75
Extra Line Listing	\$2.75	\$20.75
Foreign Listing	\$2.75	\$20.75
Non-Published Listing	\$1.70	\$20.75
Non-Listed Number	\$1.35	\$20.75

3.7 Local Directory Assistance

\$0.59 per call

3.8 Directory Assistance Call Completion\$0.35 per call¹**3.9 Operator Services**

	surcharge	per minute charge
Third Party Billing	\$1.30	\$.2700
Collect	\$1.30	\$.2700
Person to Person	\$3.50	\$.2700
Busy Line Verification	\$1.40	\$.0000
Busy Line Verification 3 rd # Billed	\$2.75	\$.0000
Busy Line Verification w/Interrupt	\$2.75	\$.0000

3.10 Presubscription

A Customer may change their intra and/or interLATA long distance carrier. The Customer will incur a \$10.00 per line, per occurrence charge. A single occurrence can include a change of both the intraLATA and interLATA carriers.

(M)

¹ Provided where facilities permit; charge in addition to charge in 3.8

SECTION 3 - RATES - BUSINESS SERVICES (cont)

(M)

3.11 Service Restoration Charge

\$55.00 per occurrence

3.12 Service Change Charge

\$27.50 per occurrence

3.13 Intercept Service

When a switching arrangement for an individual customer (a single line or entire hunt group) is discontinued at an end office, an intercept announcement is provided. This arrangement provides, for ninety (90) days, an announcement that the service associated with the number dialed has been disconnected. There is no charge for this service.

3.14 Time and Material Charges

Trip Charge	\$61.00
Each 15 min increment	\$16.00

(M)

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SECTION 4 - RATES - LOCAL DIGITAL SERVICE

(N)

4.1 Local Digital Service Monthly Recurring Charge

ISDN-PRI - Per D Channel \$100.00

4.2 Local Digital Service Non-Recurring Charge

ISDN-PRI - Per D Channel \$2500.00

4.3 Optional Features

The optional features, hunting and vanity numbers, are provided at no additional charge to subscribers of Local Digital Service.

4.4 Presubscription

A Customer may change their intra and/or interLATA long distance carrier. The Customer will incur a \$5.00 per line, per occurrence charge. A single occurrence can include a change of both the intraLATA and interLATA carriers.

4.5 Miscellaneous Charges

	Monthly Recurring Charge	Non-Recurring Charge
Foreign Exchange Service (Per T)	\$100.00	\$0.00
Service Change Charge	\$0.00	\$15.00

4.6 Directory Listings

	Monthly Recurring Charge	Non-Recurring Charge
Additional Listing	\$2.75	\$20.75
Foreign Listing	\$2.75	\$20.75
Cross Reference Listing	\$2.75	\$20.75
Non-Listed Number	\$1.40	\$20.75
Non-Published Number	\$1.40	\$20.75

(N)

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SECTION 4 - RATES – LOCAL DIGITAL SERVICE (cont)

(N)

4.7 Operator Services

	Surcharge	Per Minute
Third Party Billing	\$1.30	\$.2700
Collect	\$1.30	\$.2700
Person to Person	\$3.50	\$.2700
Busy Line Verification	\$1.40	\$.0000
Busy Line Verification w/Interrupt	\$2.75	\$.0000

4.8 Local Directory Assistance

\$0.59 per call

4.9 Directory Assistance Local Call Completion\$0.39 per call⁴

(N)

⁴ Provided where facilities permit; charge in addition to charge in 4.8

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SECTION 4 - RATES – LOCAL DIGITAL SERVICE (cont)**4.10 Time and Material Charges**

Customer shall be responsible for payment of costs associated with installation of new local digital services or other time and material charges imposed on the Company by a Local Exchange Carrier as a prerequisite for installing or maintaining the Customers service, and not already recovered via the Company's existing recurring or nonrecurring charges as outlined herein. The customer will be advised of said charge prior to completion of service and will be given the option to contract an independent technician to complete the work. Hourly Rates are as follows:

	Per Visit
Trouble Isolation	\$75.00
Flat Inside Wire Maintenance	\$100.00
Flat Jack Installation -	
First Jack	\$75.00
Additional Wired	\$25.00
Additional Unwired	\$75.00

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ATTACHMENT "E"
MATRIX ACCESS TARIFF FILING

Matrix Telecom, Inc. d/b/a Matrix Business Technologies
7171 Forest Lane, Suite 700
Dallas, Texas 75230

Arizona Tariff No. 3

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

Arizona

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

Matrix Telecom, Inc. d/b/a Matrix Business Technologies

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Matrix Telecom, Inc. d/b/a Matrix Business Technologies ("Matrix") within the State of Arizona. This rate sheet is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 7171 Forest Lane, Suite 700, Dallas, TX 75232.

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Vice President of Regulatory Affairs and General Counsel
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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

CHECK SHEET

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISIO		SHEET	REVISIO		SHEET	REVISION	
1	Original	*	26	Original	*	52	Original	*
2	Original	*	27	Original	*	53	Original	*
3	Original	*	28	Original	*	54	Original	*
4	Original	*	29	Original	*	55	Original	*
5	Original	*	30	Original	*	56	Original	*
6	Original	*	31	Original	*	57	Original	*
7	Original	*	32	Original	*			
8	Original	*	33	Original	*			
9	Original	*	34	Original	*			
10	Original	*	35	Original	*			
11	Original	*	36	Original	*			
12	Original	*	37	Original	*			
13	Original	*	38	Original	*			
14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			
			51	Original	*			

*- indicates pages included in this filing

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D** Delete or discontinue.
- I** Change resulting in an increase to a customer's bill.
- M** Moved from another rate sheet location.
- N** New.
- R** Change resulting in a reduction to a customer's bill.
- T** Change in text or regulation but no change in rate or charge.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

RATE SHEET FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a rate sheet filing is made with the FCC, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The rate sheet user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Arizona Corporation Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Company: Matrix Telecom, Inc. d/b/a Matrix Business Technologies, issuer of this rate sheet

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an Interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" under this rate sheet is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Matrix Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

Matrix: Matrix Telecom, Inc. d/b/a Matrix Business Technologies, issuer of this rate sheet.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies

2.1.1 Scope

Matrix's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. Matrix may offer these services over its own or resold facilities.

Matrix installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. Matrix may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Matrix network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this rate sheet including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this rate sheet.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with, any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.6 Provisions of Equipment and Facilities, (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Matrix Telecom, Inc. d/b/a Matrix Business Technologies, (Cont'd.)

2.1.8 Special Construction, (Cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 The Customer shall be responsible for, (Cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (Cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (Cont'd.)

(Cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Station Equipment, (Cont'd.)

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. Matrix will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd)

1. (Cont'd)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:

- I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
- II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
- IV. Continuing to have Company End Users presubscribed to the Customer; or
- V. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Matrix. A Service Outage ends when the affected circuit and/or associated Matrix equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Matrix is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Matrix from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Miscellaneous Charges

Customer Requested Due Date Change ^{1, 2}	\$50, per order
Customer Requested Expedite ²	\$250, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories

5.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories, (Cont'd.)

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Blended Carrier Switched Access

	Maximum Rate
Originating	\$0.050
Terminating	\$0.050

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.2 Toll-Free 8XX Data Base Query

Maximum Rate Per Query \$0.003

5.4.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION

6.1 General

This section establishes the methodology for the exchange and termination of local traffic for carriers that do not have an interconnection agreement with the Company.

6.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

6.3 Local Traffic Compensation

Local traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

7.1 Contracts

The Company may provide any of the services offered under this rate sheet, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this rate sheet do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

7.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES

8.1 Wireless Termination Service

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

- 8.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- 8.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 8.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- 8.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

- 8.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.
- 8.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

- 8.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.
- 8.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U.S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

8.1.9 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU):

Maximum Rate

\$0.050

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 9 - CURRENT PRICE LIST

9.1 Blended Carrier Switched Access

Originating	\$0.0460700
Terminating	\$0.0460700

9.2 Toll-Free 8XX Data Base Query

Per Query	\$0.003
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9.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

9.4 Wireless Termination

Rates for termination of IntraMTA Traffic (per MOU):

\$0.0460700

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ATTACHMENT "F"

COPY OF COMPANY'S APPLICATION FOR REGISTRATION OF TRADE NAME



a Wolters Kluwer business

CT
2394 East Camelback Road
Phoenix, AZ 85016

602 277 4792 tel
602 277 3116 fax
www.ctlegalsolutions.com

July 6, 2006

Heather Russell
Telecom Professionals, Inc.
2912 Lakeside Drive
Suite 200
Oklahoma City OK 73120-

Re: Order #: 6655572 SO
Customer Reference 1: none given
Customer Reference 2:

Dear Heather Russell:

In response to your request regarding the above referenced order, your filing(s) has been completed as indicated below:

MATRIX TELECOM, INC. (TX)
Assumed Name - Filing - Matrix Business Technologies
Maricopa County, Arizona
Filing Date: July 6, 2006
Filing Number: 2006-0904974

Certified Copy is attached. Original evidence will be returned by the Maricopa County Recorder in about 30-45 days.

If you have any questions concerning this order, please contact:

Naomi Green
Clayton Corporate Team 1
Phone: (314) 863-1119
Email: Naomi.Green@wolterskluwer.com

Thank you for this opportunity to be of service.

When recorded mail to:

Name: C T Corporation System

Address: 3225 N. Central Avenue

Suite 1601

City/State/Zip: Phoenix, AZ 85012

Hold at FRONT COUNTER for C T Corporation

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2006-0904974 07/06/06 03:30 PM
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CT
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CT
2394 East Camelback Road
Phoenix, AZ 85016

602 277 4792 tel
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www.ctlegalsolutions.com

Sincerely,

Virginia G. Flock

Virginia G Flock
Phoenix Fulfillment Team 1
Gail.Flock@wolterskluwer.com